

ARTICLE 1. Definitions and Purpose

Paragraph One. Definitions

- A. Abundance Restorative EcoVillage (hereinafter "the Community") is an intentional community owned and operated by its members, who act in accordance with its 7 Guiding Principles, share in cooperative income and expenses and are collectively responsible for all the needs of the Community's members including food, clothing, shelter, medical care, education, and other needs and amenities considered desirable, insofar as the Community is able to provide them.
- B. Throughout these Bylaws, "the Community" is used in a sense that implies that the Community makes decisions or takes actions. All such references shall be interpreted as meaning that the responsible officers or directors of the Community make the decision or take the action referred to unless otherwise specified to mean the voting membership of the Community.
- C. Whenever in these Bylaws the word "member" or "membership" is used without the qualifying adjectives "full" or "provisional," the word shall be taken to apply to all full and provisional members.
- D. The term "members in transition" shall mean members during their first cycle of membership, or such portion of that time as is provided for by Community policy, and members during their final cycle of membership, or such portion of that time as is provided for by Community policy.
- E. The terms "voting membership" and "voting members" shall in all cases mean the full membership, except for members in transition, and shall exclude the provisional membership.

Paragraph Two. Purpose.

Our aim is to be a positive example of the application of restorative sustainable development solutions through cooperative works and living.

- A. Which strives to treat all people in a kind, gentle, honest, and fair manner, without violence or competition.

B.. Which assumes responsibility for maintaining the availability of natural resources for present and future generations through ecologically sound production and consumption.

C. Which strives to be self-reliant by producing for itself the goods and services necessary for the maintenance of the Community.

Paragraph Three. Implementation.

A. A general practice of respecting the liberty of each individual member to as great an extent as is consistent with the well being of the Community and the laws of the government in whose jurisdiction it lies.

B. A participatory form of government in which the voting members have either a direct vote or the right of impeachment or overrule.

C. A collective form of maintenance, care, education, and responsibility for the Community.

D. An emphasis in the Community's social policy and practices on fostering responsibility and commitment, on cooperation rather than competition, and on affirming rather than punishing means for changing behavior.

E. A general practice of open membership, so long as the potential member's acceptance is consistent with the purposes and social needs of the Community and with the happiness of its members.

Paragraph Four. Use by Other Parties.

In no event shall the resources or facilities of this Community be used to further in any manner any project or activity or purpose of any group or individual that is inconsistent with the purpose of the Community as set forth in this Article.

Article II. Membership.

Paragraph One. Membership Agreement.

The Community shall at all times have a form of a membership agreement, a copy of which shall be filled out and executed between the Community and each member of the Community. Said form of said agreement is attached to these Bylaws as Exhibit 1, and may be amended by the same procedure as this Article of these Bylaws. Upon amendment of said form of said agreement, each member of the Community shall acknowledge the change(s) by executing with the Community a new agreement as amended.

Paragraph Two. Classes of Membership.

Membership in the Community consists of provisional members and full members.

A. Applicants may become provisional members after having been accepted as such by established Community procedures in accordance with and upon approval of the Board of Directors of the Community, provided that such applicant signs a membership agreement with the Community.

B. Provisional members may become full members of the Community by signing a membership agreement as such, if they are accepted as full members by established Community procedure in accordance with and upon approval of the Board of Directors of the Community.

C. If a member voluntarily terminates their membership in the Community or their membership is involuntarily terminated as provided in paragraph Four of Article II, they shall not be entitled to a return of any property which they may have donated to the Community. No member nor their heirs nor anyone they've assigned shall have any claim or right, title, or interest in any property of the Community on account of the services performed by such member for or on behalf of the Community during their period of membership.

D. Members under the age of eighteen years shall have all the rights and duties of their membership class except such as may be determined to be legally inappropriate to minors.

Paragraph Three. Requirements for Membership.

Members of Restorative EcoVillages will derive directly from memberships of Bamboo Roots Collective. All potential Community members will be subject to the requirements of Bamboo Roots Collective and deemed a desirable member of the Community.

Paragraph Four. Termination.

A. The term of membership (provisional and full combined) is for the life of the member, unless voluntary/involuntary termination of membership or expulsion occurs.

B. Voluntary termination consists of a written statement by a member that they are resigning membership, which shall include a member's departure from the Community. The effective date of termination shall be set by the member with the consent of the Community, and shall be designated on the leaving document signed by the leaving member. If the member fails to set such a date, the date shall be set by the Community.

C. In the event that a member after leaving the Community as above described shall change their mind within 30 days and wish to return, the Community may, at its discretion, readmit them. The former member may also choose to apply for provisional membership as a new candidate, should this be acceptable to the Community.

D. Expulsion of a provisional member may occur at any time during the provisional period and for any reason, including but not limited to those specified in subparagraph (E) below, provided only that the Community believes that said provisional member is undesirable. Expulsion shall generally occur, except for unusual and exceptional cases, if said member does not become a full member or voluntarily terminates their membership.

E. Expulsion of a provisional or full member may take place for any of the following reasons:

1. They openly repudiate the principles of the Community and work against their implementation.
2. They are found guilty by local, state or federal authorities of some crime or misdemeanor and the Community therefore feels it is no longer appropriate for them to remain a member.

3. They physically, sexually and/or mentally abuse another member or guest of the Community, or any child, by any aggressive action and/or words which the Community interprets as sufficiently serious and/or likely to be repeated to warrant expulsion.

The above provisions shall not be taken as requiring the Community to expel a member, even for these reasons. The Community has the option of substituting other remedies or sanctions if agreed upon by the Board of Directors and the violating member.

F. Expulsion Mechanism.

The procedure for expulsion shall be as follows: Expulsion may be proposed by any voting member. The Board of Directors of the Community may hold a public meeting or meetings on the proposed expulsion -- provided however, that at one meeting or another the member in question shall be given full opportunity to answer any accusations or to explain their conduct or share their view. If, after the member in question has been heard, the Community desires their expulsion, they shall be informed, at which time they will normally be allowed at least three days before they are required to leave the Community premises. Extensions of this period may be made at the discretion of the Community and or Board of Directors.

ARTICLE III. Governance.

Paragraph One. In General.

The affairs of the Community are in accordance with its Guiding Principles and Bylaws and managed by its Board of Directors and Council of Elders. The Board of Directors, Council of Elders and voting members have the authority and responsibility for making decisions for the Community.

Paragraph Two. Board of Directors, Council of Elders and Officers.

A. The Board of Directors shall consist of members of Bamboo Roots Collective. There shall be three regular members of the Board. Additional persons may be designated as determined necessary and shall assume the responsibilities, duties, and powers of a regular member of the Board during the event of an absence of a regular member of the Board or in the case of a vacancy on the Board. All members of the Board shall be voting members of the Community.

B. The Council of Elders is leadership established in keeping with afrocentric systems of governance. The Council of Elders will assist with matters of morality within the Community in working to maintain harmony, balance and justice. The Council of Elders is comprised of Bamboo Roots Collective members and voting Community members age 63 and above. The Council of Elders will be made up of 7 elders. The Council of Elders is self regulated, determining the tenure of its members. The Council of Elders is a type of special advisory board that cannot overrule Community Bylaws and procedures. Council of Elders members however, maintain their ability as voting members to participate in all Community voting and procedures.

C. New members of the Board shall be appointed after the following general process with periods for and intervals between steps in the process being determined by the Board, except if there is no current member of the Board, in which case the procedure shall be as specified in subparagraph (D) below: The Board shall post public notice of each upcoming or current vacancy. The Board shall solicit the voting members for individuals interested in serving on the Board. A notice containing a list of the interested parties shall then be posted publicly, and any additional voting member may be added to the possible candidates. Afterwhich, the Board shall nominate an individual to fill the vacancy. A general ballot of the voting members shall then be held and all such voting members shall have the opportunity to accept or reject the nomination. If more than twenty percent of the members eligible to vote reject the nomination, the Board shall rescind the nomination, and, if not, the nominated individual shall be appointed to fill the vacancy. The term of regular members of the Board shall be 12 months. The term of a stand-in member shall be three to six months. The term may end earlier by reason of resignation, death, or recall (method of recall is provided in subparagraph Three (A)(3) of this Article).

D. No member of the Board of Directors shall serve alone for a period of more than six weeks. Should this period pass without the appointment of at least one additional member of the Board of

Directors, the remaining director shall resign and elections shall be called immediately by said director or any member of the Community, as provided for in subparagraph (D) below.

E. If there is no current member of the Board of Directors, due to resignation, recall, or for any reason whatsoever, elections shall immediately be called by any voting member of the Community. A request for candidates shall be posted in the Community for not less than 7 and not more than 14 days, and any member of the Community who wishes to be a candidate for the Board of Directors shall submit their name. At the end of this period, elections shall be held. Each voting member of the Community may cast a vote for up to three of the candidates whose names appear on the slate, but no member may vote for the same candidate more than once. The three candidates who obtained the most votes shall be the new Board of Directors, provided that each of these candidates obtained votes from at least a majority of eligible voters voting in the election. If any of the three candidates did not obtain the necessary votes, then they shall not be appointed a director; however, if one or two candidates did obtain the required votes, they shall be appointed the new Board of Directors and shall obtain additional members in accordance with the provisions of subparagraph (B) above. If no candidate obtained the required votes, runoff elections shall be held immediately.

F. The Board shall be comprised of an Executive Director, a Secretary, and a Treasurer of the Community, and the Board shall appoint such other officers and representatives as it deems necessary, all with such powers and duties as it finds necessary or convenient for the governance of the Community and/or the conduct of its external relations. Said officers shall be appointed for a term of one year, shall serve until their successors are appointed, and shall be removable at the will of the Board. The Board shall also designate an officer, a member of the Board, or a member of the Community to maintain a record of voting members of the Community. The Board may also appoint such groups as it deems appropriate to aid the Board in the performance of its duties.

G. The annual meeting of the Board of Directors shall be held directly after the annual meeting of the membership and at the same location. The Board shall appoint officers of the Community and conduct whatever business may be before it at its annual meeting.

Paragraph Three. Participatory Governance.

A. In general, any reasonable means of managing the affairs of the Community may be entered upon and tried, without the necessity of amending these Bylaws, so long as such means shall be upon direction by and supervision of the Board, and providing:

1. That the governing body shall at all times manage and govern within the principles of the Community as specified in these Bylaws;
2. That the government shall be participatory to the fullest extent possible, with general public forums to allow the consideration and input of the membership on all substantial decisions;
3. That the voting members of the Community shall always have the right to recall the governing body or a member of the governing body. A recall shall be preceded by a meeting of the Community membership.

4. That the voting members of the Community shall always have the right to overrule any decision of the governing body. If any voting member of the Community wishes to overrule a decision of the governing body, they may attempt to do so by initiating a petition of overrule. An overrule shall be preceded by a meeting of the Community membership.

B. Provisions for Voting:

1. The record date for any notice shall be the date of the notice. The record date for eligibility to vote at any meeting shall be the date of the meeting. The record date for eligibility to sign a petition shall be the date for required completion of the petition.

2. No vote may be cast by proxy but any voting member may submit a written or telephoned vote in absentia on an issue which is brought before a vote of the membership and said written or telephoned vote shall be treated as a vote cast in person or as a signature on a petition, as appropriate.

Paragraph Four. Meetings of the Membership.

A. The annual meeting of the membership shall be held on any day in December of each year on the property of the respective Community. An officer or member of the Board of Directors shall post notice of said meeting, which shall constitute personal notice to each voting member of the Community.

ARTICLE IV. The Financial and Property Code.

Paragraph One. Intent.

A. Insofar as possible, it is the intent of this Article to accord equal access to life's material benefits to all members regardless of their financial position previous to membership.

B. It is the Community's aim to demonstrate the viability of life and living prior to modern capitalism and its systems of exchange. Where at all possible, the Community encourages a system of barter. This is not a Bylaw but, rather practice of engaging in systems of exchange that are more organic to our nature as human beings.

Paragraph Two. Personal Assets, Income and Capital

A. All personal assets, income and capital are exclusively the property of the individual Community member.

B. Restorative EcoVillages are cooperative works communities. We are not in the business of profiteering from one another. Restorative EcoVillages economic structure is similar to a corporation whereby, each household or individual full member has an equal share in the revenue generated by the industries within the community. Upon becoming a full member, a share certificate will be issued. These funds will be allocated to the full member shareholder as personal income for their participation as a community member of a Restorative EcoVillage.

Paragraph Three. Land and Home Ownership

A. All Bamboo Roots Collective members and Community members are eligible for land and homes. Land nor homes will ever be sold to community members. We are not in the business of profiteering from our members. Land and homes are a collective investment. Members who are upcoming recipients of both land and homes will be entitled to indentures for the land and deeds for the home. In the case that a member with the resources to do so, invest in the construction of their home, said member is still subject to the Bylaws governing finances and property of Restorative EcoVillages.

B. Wills: A member may bequeath their property (whether lent to the Community or not) to any beneficiary they choose, including their family, Community members, the Community itself, and other persons and institutions. All recipients of land and homes are still subject to the Bylaws governing membership, finances and property of Restorative EcoVillages.

C. Death of a Restorative EcoVillage Member: In the case that a Restorative EcoVillage member should pass away without a recorded will then, land and home will be offered by the community to next of kin. All next of kin will be subject to the Bylaws of Restorative EcoVillages. If next of kin should refuse ownership of land and home, the land and home of the deceased Community member will become property of the Community with no purchase cost or reimbursement.

Paragraph Four. Non Compliance of Membership and Expulsion

A. All land and homes within Restorative EcoVillages will remain in the ownership of Restorative EcoVillage Community members.

B. All recipients of inherited or gifted land or homes within Restorative EcoVillages will be educated of the process of becoming a member of the Community and given the adequate time deemed by the Board of Directors to do so.

C. In the case that a recipient of inherited or gifted land or homes is found non compliant of the Bylaws concerning membership and or is expelled from the Community, all land and homes will be made available for purchase to the Community at its original and or construction value if the home was solely invested in by a Restorative EcoVillage member. If a Restorative EcoVillage member participated in a collective economic investment of a home and or land, meaning that they contributed only a portion of the total cost of the construction of the home and registration of the land then, the recipient will be reimbursed the recorded portion of the contribution of the construction of the home and registration of the land. After purchase or reimbursement, the recipient is required to sign over the deed of the home and land indenture to the Community representative.

D. Disputes: If a dispute should arise concerning the rights of ownership of land or homes within Restorative EcoVillages by non Community members and or members of Restorative EcoVillages, arbitrators shall be brought in to help settle the dispute. Those in violation of Community Bylaws are welcomed to find legal representation to act as an arbitrator.

ARTICLE V. Amendment of the Bylaws.

Paragraph One. Amendments by the Board of Directors.

Except as in paragraph Two below, these Bylaws may be amended by a two-thirds majority vote of the Board of Directors (the sections which may be amended by said two-thirds vote of the Board of Directors are Article II -- Membership and Article IV -- Financial and Property Code). In the event of any decision to amend these Bylaws, such amendments shall be posted for at least ten days prior to a forum of the membership in which such amendments shall be discussed. Additionally, notice of said forum shall be posted at least ten days before said forum. The amendments shall not take effect until after the said forum. After said forum, if the Board of Directors does not change its decision, they shall be signed by at least two thirds of the governing body and shall be added to and become part of these Bylaws.

Paragraph Two. Amendments by the Full Membership.

The following parts of these Bylaws may not be amended by the above method without the consent of the voting membership by a two-thirds majority of the voting membership:

Article I -- Definitions and Purpose

Article III -- Governance

Article V -- Amendment of the Bylaws

The procedure shall be as follows: Upon the passing of the proposed amendments by a two-thirds vote of the Board, said amendments shall be posted for at least ten days prior to a public forum in which such amendments shall be discussed. Additionally, notice of said forum shall be posted at least ten days before the said forum. After said forum, if a petition of amendment is signed by at least a two-thirds majority of the voting membership, then said amendments shall be added to and become part of these Bylaws.

March 3rd 2020