

om shalom

LAND
WEST

an urgent appeal

Latest Information - The land and the cost has been negotiated -
6,000 acres at \$150,000. ~~It will be owner financed and we need~~
~~\$25,000 deposit~~ 80,000 ~~which has been paid~~

Membership shares are \$500 per person ~~(refundable)~~ and a joining
fee of \$100 for promotional costs ~~which is not refundable~~. The
development and land buying fee will be \$1,000 which can be paid
off at \$20 per week. So the final total cost will be \$1,600 to
entitle a shareholder the status of a permanent resident.

The land has good agricultural soil with flat sandy loam and 3
miles of river frontage. The river forms the western boundary of
the property and doesn't dry up. The river valley is a long
sheltered valley running SE to NW. The edge of the valley
consists of granite slopes and highland plateaus with mixed
hardwood building timbers. The property is secluded from
neighbours, passing traffic and encroaching development. There
is easy access and is not far from shopping, rail and bus links.
The annual average rainfall is 28 inches.

"OMSHALOM FAMILY"

This community will be an organised close-knit family-run
village and the legal entity will be known as "OMSHALOM FAMILY".

We shall abide by a few community rules such as to have no legal
or illegal drugs handled or grown for commercial purposes and no
firearms. We shall originally come together on the property
living together in a small village concept with all essential
commodities supplied. Vegetarian foods only will be served at
the main eating house during the first 12 months, until the time
the shareholders take over completely, according to their needs
or till the land is paid for completely.

We shall need that initial village concept to feel and meet each
other, to help unite our energies and to organise our projects.
These projects will include planning homes and hamlet
development, roads, water, orchards, gardens, grain growing and
community buildings (main hall, recreation, shop, visitor's
house, showers, toilets, laundries and medical facilities).

I wish to purchase share(s) at \$500 per share.

Name

Address

.....

.....

Please make monies payable to: "OMSHALOM" HAYSTACK BEARDY RIVER VIA TENTERFIELD

Gloria Dargin, ~~PO BOX 116, NIMBLIN NSW 2480~~ 2372

OR

visit Gloria at ~~Haystack Beady River~~ ~~via Nimblin~~

"HAYSTACK" BEARDY RIVER BRUXNER HWAY WEST OF TENTERFIELD

Please contact Gloria for further information.

APPROXIMATE
GROUND LEVEL

KEY

- (A) TEMPLE
KITCHEN
DINING
- ALL UNDERGROUND
- (B) MUSIC
COMMUNAL HALL
ARTS + ADMINISTRATION
(POSSIBLY UNDERGROUND)
- (C) EDUCATION
- (D) ARTS + CRAFTS, STUDIOS
OUTSIDE GALLERY

LONGITUDINAL SITE

KEY

- (E) 1. 2. 3. 50 PEOPLE LIVING UNITS
- (F) TOILETS, LAUNDRIES, SHOWERS
WATERTANKS, CAR SHELTERS
AND RAIN COLLECTION

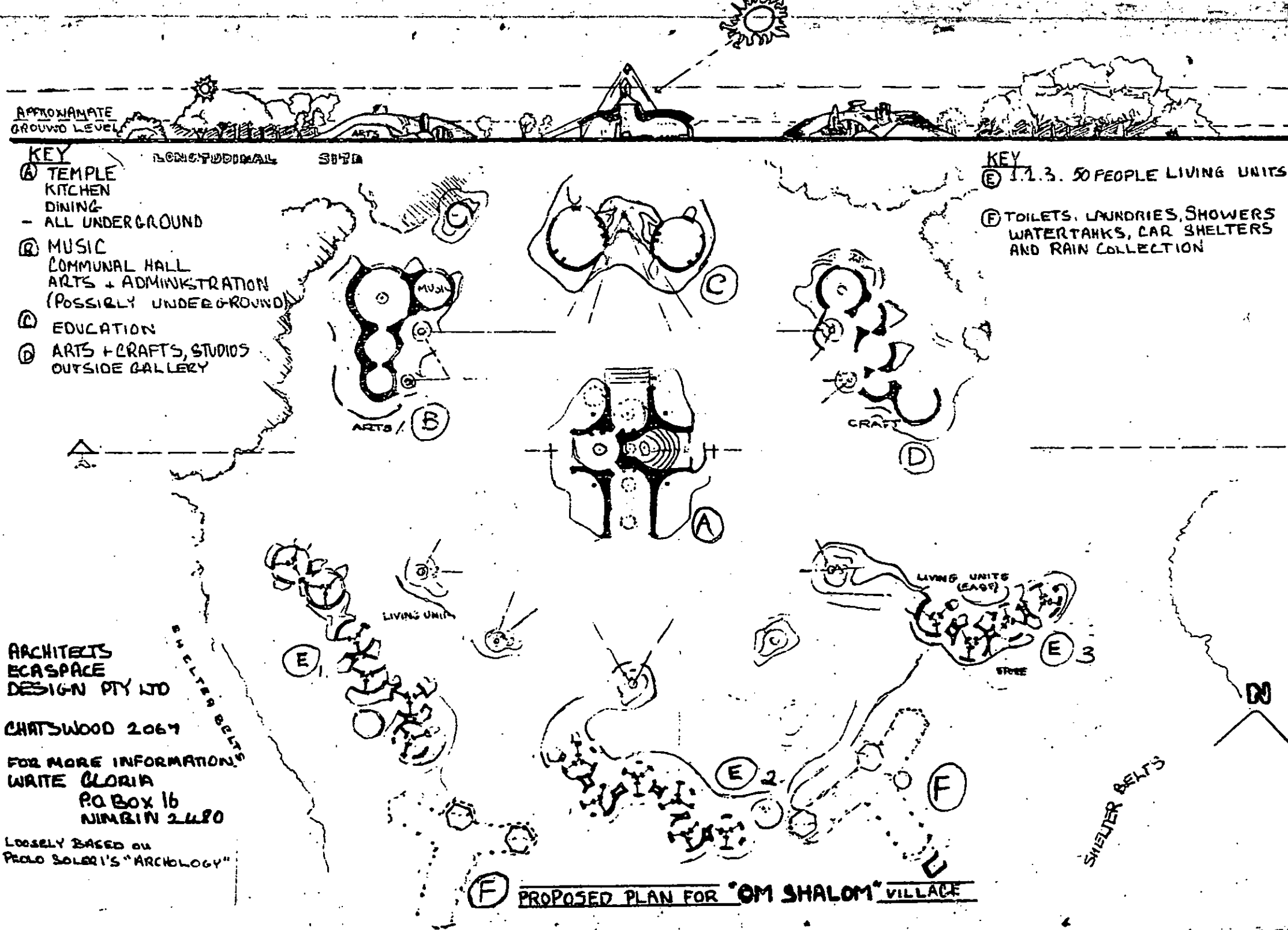
ARCHITECTS
ECASPACE
DESIGN PTY LTD

CHARTSWOOD 2067

FOR MORE INFORMATION
WRITE GLORIA
PO BOX 16
NIMBIN 2480

LOOSELY BASED ON
PAOLO SOLERI'S "ARCHOLOGY"

(F) PROPOSED PLAN FOR "OM SHALOM" VILLAGE



OMSHALOM FAMILY TRUST DEED.

The Omshalom family shall consist of members who express adherence to the terms of this trust.

The Omshalom family will endeavour to create an environment in which people will be able to live within the spiritual balance which is innate within all things, in which there is a prime focus upon service to the whole family group based upon unconditional love, trust and understanding, and in which God is recognised as — the breath of life in everything.

I, gloria Dargin, having been entrusted by certain funds by members of the Omshalom family so as to purchase and administer land, equipment and stores whereby they can live and co-operate together, hereby state:

1. That I hold the entirety of such funds, towards the above purpose
2. That I shall keep compiled at all times a list of members of the Omshalom family who have subscribed to the venture
3. That I shall keep open books of account stating all income and expenditure incurred by me in fulfilling this Trust and that I shall cause an audit of such accounts to be made available annually.
4. That I shall hold title to all land and things purchased with funds of this Trust
5. That upon my death, bankruptcy or incapacity this Trust and all the rights and duties existing under it, shall be transferred to such person as is nominated by 100% of shareholders at a general meeting called for this purpose

PROVIDED THAT the terms and conditions upon which I hold the Trust shall be as follows.

1. The financial charge whereby individuals, subscribing to the terms of this Trust, can join the Omshalom family, shall be

- (a) a joining fee of \$100
- (b) a share purchase fee \$500
- (c) a development fee \$1000, to be paid by settlers upon the land, this development fee can be paid off at an agreed amount per week.

2. Each individual, whether adult or child who is staying on property, shareholder, intending shareholder, and visitor must contribute dollars agreed upon at the daily rate.

3. The Trustee shall require a payment of an annual levy, for payment of rates and internal maintenance.

4. All buildings shall be constructed communally. In no instance shall an individual construct a private dwelling, unless agreed upon by trustee.

5. Only vegetarian foods, eggs and dairy produce shall be consumed by people upon Om Shalom land held under this Trust.

6. No firearms. No killing of birds or animals. No growing or handling of illegal drugs for commercial purpose shall be allowed upon lands held by this Trust.

7. There shall be no private enterprise which excludes the Omshalom family.

8. Pets are discouraged but not absolutely excluded

9. Selective logging, within a plan formulated by an elected Forester, will be allowed.

10. There will be no expulsion of any member except where the terms of this Trust deed are expressly contravened. However the Trustee retains the right to refuse membership to any person within the first three months of continuous living on the property. In this latter event, the expelled settler must leave upon the order of the Trustee, and shall be entitled to financial recompense only as allowed under proviso 1. hereunto. In all other instances (falling short of deliberate contravention of this Trust deed) group mind and spirit will be relied upon to overcome disharmonies in individuals.

11. Visitors and intending shareholders shall let their intention of staying on the land be known daily to Trustee.

12. Decisions made by shareholders at meetings must be one hundred percent unanimous to be acceptable ----- Should this prove impossible within a reasonable time with an urgent request, it can be taken to the trustee for a decision.

Land contract signed by Trustee must be adhered to by all shareholders intending shareholders and visitors.

13. Disposal of share must be offered to the Trustee first, otherwise to be transferred to an acceptable person (anyone who formally acknowledges adherence to the terms of this Trust) by will.

signed : this

day of

198

by me,
before me,

Gloria Dargin

THE COMMUNITY AND ITS OBJECTIVES.

OBJECTS ARE TO PROVIDE

1. A place where there is harmonious living with the land in nurturance rather than exploitation and where there is a balance between the needs of the individuals and those of the collective.
2. One in which individuals have the right of privacy and peace in a supportive environment of friendship and trust.
3. Where children can develop with a more balanced view of themselves as a process of their interaction with other adults.
4. Where there is a commitment to the sharing of work and leisure. Where individuals accept responsibility for their own happiness and hurts and communal interaction as the medium through which its members are both challenged and supported in personal growth.
5. It is acknowledged that communal interaction will expose our defences and neuroses, which are the sources of our conflicts. It is hoped that through emotional honesty and exploration of our deeper feelings, members of the community can develop methods of handling inevitable conflicts and that we can develop greater tolerance, mutual understanding and care so that the community can be harmonious and stable.

SHARES

1. That members of a family joining the community and intending to reside on the property are to become shareholders.
2. When considering new shareholders that consideration be given to a population balance with regard to the age and sex of the members.
3. From time to time a levy may be called for from all shareholders for communal works. Each shareholder will be required to pay their proportional share of the total levy.
4. Every incoming shareholder may be required to pay an entrance fee in addition to his purchase of shares. The amount of entrance fee will be determined by the community at the time of share purchase and will cover a proportional cost incurred in existing communal works. Those shareholders who have contributed to the initial cost of communal works will be reimbursed proportionately.

ADMINISTRATION OF COMMUNITY

1. That each adult shareholder is required to be on a rotating roster to act as community administrator to handle correspondence, bills and negotiations on behalf of the community.
2. Period of rotation to be modified as the community desires. Exemption may be granted in particular circumstances by the community.

BASIC TENETS

1. Directors will be expected to attend meetings - unless on leave of absence.
2. Directors who, within a six month period, do not attend meetings and/or workshops will be required to forfeit their share.

RESOLUTION OF CONFLICTS

1. When a person finds himself in conflict with others or a group they are to commit to discussing the conflict with the parties involved as soon as possible and if a resolution is not reached then the conflict may be discussed with the other shareholders on the community at a meeting.
2. The conflict is not to be brought to a meeting until the conflict has been discussed at a person to person level. The person/s involved may wish to ask the person who is administrator (or another person) to accompany him/her at such a discussion for mutual support.
3. The community or individuals can initiate workshop situations as a response to a conflict in order to resolve the issue.

CHILDREN

1. Minors may vote on issues when of sufficient maturity to attend meetings regularly.
2. Minors are unable to vote on legal issues until legal age of 18 years.
3. That a set period be made available at regular meetings for children to attend or to discuss matters concerning them.
4. If there is an ongoing conflict between children and an adult wishes to intervene then they must endeavour to involve the parent/s of the children concerned.

IDEA

There be a special time at the communal house each week when children can have a tention and any adult who wishes to attend could do so.

LAND USE

1. That the land is to be developed in a wholistic way with areas designated for grazing, cultivation, orchards, reaforestation and homesites.
2. That each share entitles the shareholder to 0.2 hectares (one $\frac{1}{2}$ acre) of land immediately around their dwelling site (or another site provided there is full community approval).

If a shareholder does not wish to have a full 0.2 hectares (one $\frac{1}{2}$ acre) then the area reverts to communal land.

3. Each homesite will require the purchase of two shares and entitle the homesite owner to 0.4 hectares (1 acre) for private use.

LAND USE CONTINUED

4. The land outside a shareholders personal 0.4 hectares (one acre) cannot be developed or physically changed without the approval of the community. All shareholders are collectively responsible for all communal land and communal improvements. If at any time a shareholder cannot fulfill their commitment to the communal upkeep they must seek community approval to carry out an equivalent activity.
5. Use of shareholders 0.4 hectares, (one acre) is not to tangibly affect communal land or the area of any other shareholder.
6. Persons residing on the property should endeavour not to make obnoxious or offensive mechanical or electrical noises or noises made by musical instruments before 8.00am and after 10.00pm unless prior approval is given by the community at a meeting.
7. Shareholders wishing to connect electric power to their dwelling are to do so by methods other than power poles and overhead wires.
8. There are to be no firearms brought onto or used on the property unless it is to put down a badly injured animal.

9. HOMESITES

Each family unit (ie holding two shares) shall have the right to take up one homesite as designated by the development control plan (unless they choose an alternative site satisfactory to all other shareholders.)

10. this right may be exercised at the members discretion, (but must be exercised within 12 months of becoming a shareholder otherwise the right to that homesite is relinquished.)
11. An incoming member who purchases the shares of a previous member who has exercised his right to take up a homesite, cannot acquire a new homesite right, and must accept the homesite which has been chosen and taken up by the vendor of the shares.
12. Irrespective of the number of shares a single shareholder may have, she/he may only exercise one homesite right at one time.
13. The community will provide and maintain access roads sufficient for reasonable access to the majority of the property. It will not provide road access to each homesite.
14. The community will not provide electricity or telephone or other services to the homesite, electricity supply will be provided for the communal facilities.

BUILDINGS

1. People are to put their plans, proposals and site locations before all other shareholders for approval and a meeting can decide whether the structure proposed is in the spirit of developing the land in a wholisitic nature and in harmony with the environment.
2. The community reserves the right to prevent building being constructed which do not comply with (1) above.

COMMUNAL HOUSE

1. Will not be used for the purpose of housing or personal storage.
2. All shareholders are expected to financially contribute by a levy to maintain the communal house, and to the upkeep and maintenance of the house and enclosed land.
3. No private parties to be held without unanimous approval from meeting.

NEW MEMBERS

1. persons who contemplate joining the community are to be committed to their own personal growth and are to be prepared to confront their feelings towards others and be confronted by the feeling of others in a blame free mutually supportive community.
2. Are to attend a meeting to introduce themselves and become familiar with the rules of the community.
3. Are to be unanimously accepted by existing shareholders prior to commencement of the probationary period.
4. Any shareholder has the right to ask a meeting for a person or family to leave the community during their probationary period but the shareholder must have the support of at least 1/3 of the shareholders eligible to vote.
5. Persons who want to become shareholders at the end of the probationary period are to have a unanimous approval from shareholders eligible to vote.
6. There will be a minimum probationary period of three (3) months.
7. Persons on probationary period are expected to attend community meetings but have no voting rights.
8. one third of the shareholders eligible to vote may determine that a probationary period has ended and the person or family on probation asked to leave the property.
9. While on probationary period people are to be self sufficient (as much as possible).
10. No more than two families may stay on the community at one time on probationary period.
11. Persons on their probationary period will be required to contribute a levy to the community and contribute to communal work days.

VISITORS

1. Visitors are people living on the property for any length of time who are not shareholders.
2. The community to be informed of private guests.
3. Visitors of shareholders to be accommodated within the space designated for that shareholders private use.
4. The community is to be notified of visitors of people on probation who intend to stay longer than overnight.

ANIMALS

1. New members wishing to bring animals with them on probationary period are to put to the community how the animal is going to be cared for and managed.
2. There must be unanimous approval for the animal to come onto the property in the first place.
3. Any shareholder has the right to ask a person or family to remove the animal from the property during the probationary period, but they must have the support of at least 1/3 of the shareholders eligible to vote.
4. Any shareholder wishing to bring a new animal onto the property must discuss the matter before a meeting and have unanimous approval before it comes, and it must fit into an overall plan for the whole property.
5. Should any shareholder object to any other shareholders animal and desire it to be removed from the property, that shareholder must have the support of at least 2/3 of the shareholders eligible to vote.
6. Rules shall apply to all animals and their progeny.
7. Pets and animals must be confined to the shareholders one acre, unless specific approval is given at a meeting e.g. grazing animals, for the animal to be on communal land.

ABSENT SHAREHOLDERS

1. Voting - Absentee shareholders can vote by proxy in written form or leave their vote with another shareholder in written form. Failure to do so results in their vote being null and void.
2. Absent shareholders may be called upon to contribute financially for the upkeep and development of property as a whole.
3. Absent shareholders are required in their absence to adequately maintain their property, building and animals and if they wish someone to occupy their dwelling that person or family must be unanimously approved of by the other shareholders and must agree to abide by the community. the community reserves the right to ask the person or family to leave if 2/3 of shareholders eligible to vote agree to this decision.

EXPULSION OF SHAREHOLDERS

1. When a shareholder is in breach of these rules or decisions of meetings, shareholders eligible to vote may by resolution passed by a unanimous decision of the other shareholders, or after three (3) meetings but not less than a period of three months, by a majority of not less than 2/3 of those shareholders eligible to vote, at a meeting duly convened of which due notice of intention (6 Weeks) to discuss this matter has been, forfeit the share held by such shareholder, and in such case the community shall be constituted the agent of the holder for the purpose of the sale of the shares so forfeited provided however that the shares so forfeited shall be sold at a price not less than the current share purchase price agreed by the community and in the event of a conflict to be repaid at a rate which the community can afford.

EXPULSION OF SHAREHOLDERS CONTINUED

2. The community may make a contract with a shareholder requiring that shareholder to have specific dealings with the community for a fixed period. The community may by a special resolution from time to time require shareholders to enter into such contracts as may be determined by such special resolution and neglect by a shareholder to do so shall be deemed to be conduct detrimental to the community and that shareholder shall be liable to expulsion as provided in these rules.
3. A shareholder may be expelled from the community by special resolution to the effect :-
 - (a) That the shareholder has failed to discharge his obligations to the community whether prescribed by these rules or arising out of any contract;
 - (b) That the shareholder has been guilty of conduct detrimental to the community.

In either case written notice of the proposed resolution shall be forwarded to the shareholder six (6) weeks before the date of the meeting at which the special resolution is to be moved, and the shareholders shall be given an opportunity of being heard at the meeting.
