

Community Bylaws

Fruit Haven 1 - "FH1"

~26.4359 hectares

Sector Las Peñas, Chuchumbleza, Parroquia Bomboiza, Canton Gualaquiza, Provincia Morona-Santiago, Ecuador, South America, Earth.

This bylaws document was passed via consensus at a community meeting at Fruit Haven 1 on 17 May 2019.

Key terms

Trustee - landowner (a person whose legal name and identification number is currently listed on the Certificate of Registry of the property as a current owner, this certificate having been obtained at the El Pangui property registrar. The trustees are referred to in the trustee legal contract in Spanish as "comuneros" or "coproprietarios."

FH1 and *FH1* - the designation for this rural property being purchased and developed.

"Consensus method," "Consensus decision-making process" - refers to the well-known method of making decisions in a particular manner, seeking consent among individuals involved

"Unanimity decision rule" - all trustees must consent, or stand aside, to a proposal, in order for it to pass.

"Unanimity-minus-one" or "U-1" decision rule - The same as unanimity, except the proposal still passes if one trustee opposes/blocks.

Bylaws

Article 1: Name

The name of this community is Fruit Haven 1. It is abbreviated as FH1.

Article 2: Purposes and Powers

2.01: Non-profit Purpose.

(a) This community is organized exclusively for charitable, spiritual, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under any relevant tax law or guidelines in any jurisdiction on Planet Earth.

2.02: Specific Purpose (the mission goes here)

(a) Upon the successful testing of consensus regarding a community mission and mission statement, the community hereby pre-authorizes their addition to this document.

2.03: Vision

(a) At Fruit Haven, we envision a worldwide network of decentralized, autonomous, fruitarian communities, operating in a sovereign manner, with a comfortable balance between the rights of individuals and the functioning of the community. Growing an abundance of our own fruits and vegetables and eating a raw vegan diet will provide the physical backbone of superior health, while non-violent communication and consensus-based decision making processes will provide the organizational backbone of a resilient and successful community. Through the use of permaculture methods of cultivation, we will help to restore the world's ecosystems to their healthy natural state, while creating an example to guide others. Above all, we celebrate health, wholeness, and connection to nature in a community of conscious fruit-loving individuals.

Article 3: Committees

The community may establish committees with a specified degree of autonomy in order to carry out various organizational and decision-making tasks relating to the community.

Article 4: Officers

The community may establish positions and appoint officers with a specified degree of autonomy in order to carry out various management and organizational tasks relating to the community.

Article 5: Decentralization

The community shall periodically review points of centralization and determine how to decentralize, if deemed necessary or beneficial.

Article 6: Bylaw amendment process

6.01: Process.

(a) These community bylaws may be amended via a unanimous vote from community members with voting power. (*See Article 11.*)

6.02: Adherence to external documents.

(a) These community bylaws are considered to be under and secondary to the Fruit Haven Sovereignty and Jurisdiction Doctrine, which is in turn considered under and secondary to the FH1 Trustee Bylaws, which are in turn considered under and secondary to the Fruit Haven Community Sovereignty Doctrine, which in turn is considered under and secondary to the FH1 Trustee Legal Contract. When amending these bylaws, community members must maintain the document's compliance with those two parent documents. Any clause in this document that contradicts a clause in the two parent documents, shall be considered null and void.

(b) The community is advised that the trustees shall attempt to maintain a general compatibility between the trustee bylaws and the community bylaws, meeting the community's need for autonomy as much as possible.

(c) The community hereby declares sovereignty and does not recognize the claim or jurisdiction of any foreign organization or law aside from those jurisdictions recognized in clause **a** and **b** of this section.

Article 7: Land Allotment

7.01 Community Area

(b) The community area will consist of the area with the existing community house, additional structures such as bathroom/shower, tool shed, and any area of the property that is not allotted to trustees as their private homestead lot, except for areas allotted as "Nature Reserve." (*See 7.03*)

7.02 Private Homestead Areas

(a) Each trustee shall receive an area to be considered their "private homestead area." They can develop this area, plant it with fruit trees, and perform similar homestead/permaculture tasks. They can use it for commercial purposes (retreats, etc) provided that they do not violate access guidelines or other parts of the trustee by-laws or legal contract.

(b) Trustees are free to develop as they please, but are required to maintain a general cleanliness / positive appearance of their property. Examples of actionable bad appearances: Rotting/run down house, significant disrepair of buildings, large piles of scrap metal or trash, unkempt/fallen fencing.

7.03 Nature Reserve

(a) An area of the primary forest area on the property will be considered “Nature Reserve” and will remain undeveloped and unplanted.

(b) An exception may be planting hardwood canopy trees, or understory trees, in areas where primary forest trees have previously been felled for lumber by previous owners.

(c) Wood will not be harvested from the “Nature reserve” area.

Article 8: Residency

8.01 Private Homesteads

(a) Trustees have almost complete sovereignty over their private homesteads. However, they may not engage in activities that the community finds disruptive to other residents.

(b) Trustees themselves may live on their homesteads.

(c) Trustees may also extend rights to existing community members/residents/volunteers to live on their properties, as caretakers or through any voluntary arrangement specified by the trustee. However, the appropriate legal contracts must be signed to prevent liability. Any incurred liability will be paid in full by the trustee in question.

(d) Trustees may invite others (friends, family, etc) to live on their land, but the access of these invited persons without members/resident/volunteer status, is limited to the trustee's lot itself, and the necessary access path to reach the path from the main access road.

(e) The invitee may, of course, request to the community to be accepted as a resident, so that they may access the rest of the property. This way, trustees have sovereignty over their own lot, but the sovereignty over the community part of the property, in terms of who is permitted to access and reside there or use resources, is still maintained by the community that lives there.

8.02 Community Area

(a) There will be five classes of persons allowed to reside in the community area and access its resources.

(b) Trustees, also known as “property owners,” are those whose names are officially recognized, per the Registry Certificate of the property, as owners/rightholders of the property. On the trustee legal contract, in Spanish, they are referred to as “comuneros” or “copropietarios.” In addition to being able to reside on their personal lots, they may also reside on the community lot. However, trustees and/or the community, may decide, using the consensus decision making method (and the vote rule “Unanimity minus one”) to bar a trustee from residing in the community area. This is included in the legal contract so that trustees cannot resort to legal force to force acceptance into the community area if they are causing social disruption.

In this way, the trustee has sovereignty over their private homestead lot, and maintains a

percent ownership of the entire property, but does not have complete unalienable rights to reside in the community area, because the community area needs to be maintained as a desirable place to live. Forcing the community to put up with an unruly or mentally unstable trustee may damage the community's reputation. This can reduce interest in the community and cause community members to leave, making it harder to maintain the presence of a community.

(c) Volunteers are those who may be contracted to exchange work for accommodation, in various arrangements. The coordination of this program shall be undertaken by either a subcommittee, or an individual, titled "Volunteer Program Coordinator." The subcommittee or coordinator shall have autonomy in terms of contracting and inviting volunteers, or delegating this responsibility to another party, and also shall be responsible for ensuring that they are tasked, and that the community upholds its end of the bargain to the volunteer. Volunteers may be asked to leave by the discretion of the Volunteer Program Coordinator or subcommittee, and also by the trustees or community members present, if they can reach a consensus.

Trustees may also make their private homestead lots available for volunteers to reside in; possibly making additional arrangements with the Volunteer Program Coordinator or even solely between the trustee and the volunteer. However, clause 8.01(c) still applies.

(c) Community Residents are those who have submitted an application, have been reviewed by either the group of trustees and community members as a whole, or by an autonomous subcommittee relevant to this task, and have been extended an invitation to stay on the community part of the property (or on a private homestead lot, if requested by a trustee). Community Residents shall be expected to participate in day-to-day tasks on the community area of the property, decided by the community present. The amount of work should be generally similar to what is expected in popular international volunteering programs such as WWOOF and Workaway, i.e. around 20 hours per week. If community residents are perceived to be contributing insufficient work to the community and not "pulling their own weight," the community may require that they log their work hours for a certain probationary time period. Community Residents shall undergo a 6-month "review period," after which those trustees and community members with voting powers shall decide whether to extend an invitation to stay indefinitely as a "Community Member."

(d) Community Members are not necessarily trustees and therefore have no legal right to the property solely from their status as a member, but they are respected by trustees as long-term residents who have an interest in maintaining and continuing the food forest and community on the community portion of the land, while also respecting the collection of private homestead areas. They have been extended an invitation to stay "indefinitely." Indefinite does not mean permanent. Should there be problems with a community member, their invitation may be terminated and they may be made to leave. Community members are more autonomous than volunteers and residents, but are still expected to help out with day-to-day tasks, and are expected to work with the community in deciding what tasks and projects are of the utmost importance. Community members have the same general work expectations as community residents. Community members will be respected with more leeway in terms of being able to fast, rest, or take time off, as their long-term commitment is very beneficial to the trustees and the community in general. Should there be any perceived problem with commitment, it will be discussed privately with said member, or in a community meeting if necessary, to determine how the group's expectations and perceptions weigh against the individual's contributions. If community members are perceived to be contributing insufficient work to the community and not "pulling their own weight," the community may require that they log their work hours for a certain probationary time period.

(e) Guests are those who have been invited by members or residents. It also includes paying guests and attendees for various events. The community may create a "guest policy" to set guidelines for guests.

Article 9: Community Finances

9.01 Establishment

(a) The community may establish a community fund, either separate from, or combined with, the property development fund of the trustees.

9.02 Accounting

(a) This fund must be managed with an accounting ledger.

(b) The accounting must be public, transparent, and accessible/reviewable by the trustees.

Article 10: Ethics and Lifestyle

10.01 Veganism

(a) All trustees, members, residents, and volunteers are in general agreement with the values of veganism as defined by Donald Watson, and agree to refrain, as far as is practicable and possible, from hurting and consuming non-human animals.

(b) No animal-derived foods shall be brought onto the property by the aforementioned parties.

10.02 Raw Foods

(a) All trustees, members, residents, and volunteers are in accordance with the founding principles of the Fruit Haven project as expressed in the community vision, and this includes the aspiration to consume a diet primarily composed of raw foods, and to abstain from cooking as much as is possible and practicable

(b) All trustees, members, residents, and volunteers shall consume primarily raw foods

(c) Should a person feel inclined to consume cooked foods, they will adhere to Ehret's strategy of preferring relatively starchless vegetables rather than starchy vegetables, and for short periods of time.

(d) Trustees, members, residents, and volunteers shall not permanently or indefinitely (for long periods of time) consume cooked foods.

10.03 Domesticated Animals

(a) This being a community that supports vegan principles, the keeping of domesticated farm animals (chickens, pigs, horses, cows, etc) shall be prohibited.

(b) This being a community that cares about the natural ecosystem around it and recognizes the many wildlife studies that show the destructive impact of domestic pets, as well as the potential of domestic pets to be parasite vectors in constant contact with humans, the keeping of domesticated "pet" animals shall be prohibited.

10.04 Nudism/Naturism

(a) Nudism is accepted and permitted, both in the community area, and on personal homestead lots.

(b) Everyone present on the property will respect the general conservancy and religiosity of the local population, and will refrain from nudity, as much as is possible and practicable, when in sight of locals/neighbors, whether they are passing by the property boundary, working on the property, visiting the property, or entering the property for any other reason.

10.05 Personal Hygiene

(a) It is noted that this kind of project sometimes attracts people who do not spend much time keeping their body, clothes, or bed sheets clean.

(b) It is also noted that in the tropics, much more so than in subtropical or temperate regions, there are contagious problems such as scabies and staph infection. Even 100% raw vegan fruitarians can contract staph and scabies, and can transmit it to others.

(c) It is also noted: At multiple other communities that are very similar in terms of aims and goals, there have been problems involving unclean individuals transmitting scabies, staph, and other infections, even between otherwise healthy individuals who are eating a 100% raw / natural hygiene diet.

(d) Therefore, in the interests of maintaining a healthy community, we require that all residents of the property maintain a general cleanliness of their body, clothing, bed sheets, and living quarters, so as not to risk exposing others to problems that can be very painful and take weeks or months to eliminate. These problems can also damage the reputation of the community, cause community members to leave, and make it more difficult to maintain the continual presence of a community.

10.06 Substance Abuse Policy

(a) The occasional, responsible dabble in a plant-based spiritual experience is permitted in the community areas and by community members, residents, volunteers, visitors, and all other class of person present on the property.

(b) Dependency and/or regular/repeated use of alcohol, marijuana, or other similarly mind-altering substances are not permitted in the community areas and/or by community members, residents, volunteers, visitors, and all other class of person present on the property.

(c) In the case of violation of this policy by a community member, resident, volunteer, or visitor, either on the property or in the local area, the person in question will be given a probation period and whatever resources the community is able to provide, to assist them. If this person fails the probation period, they may be asked to leave by the community via a unanimity minus 1 vote and the consensus decision-making process.

Article 11: Decision-Making

11.01 Consensus Decision-Making

(a) The community will use the consensus method of decision making for formal decisions at community meetings.

(b) The community will attempt to, as far as is possible and practicable, reach group consensus

when making informal day-to-day decisions.

(c) The consensus method, as described by Tim Hartnett and other consensus educators, requires certain techniques for group discussion in order to prevent the “adversarial debate” style of discussion and decision-making.

(c) Only community members who have watched an instructional video to become trained in the method, and successfully completed a short quiz on the method, will have voting power for formal decisions in the community.

(d) While only community members with voting power will have the final say when it comes to testing consensus for a proposal, the community will try to the best of its ability to reach consensus among all residents before testing consensus among community members with voting power. Also, the community, as a show of inclusiveness, may include members or residents without voting power when testing consensus, even though the only votes that are counted in the decision are from those with voting power.

(e) When passing a proposal at a community meeting, upon testing consensus of all community members with voting power at the meeting, the proposal is considered “Passed, pending consensus of non-present community members with voting power.” The proposal shall be included in the meeting minutes, and all non-present community members with voting power shall have a period of 2 weeks to respond. If they do not present an objection (combined with demonstration that said proposal violates the community vision) within 2 weeks, they are considered to have consented *in absentia*, and the proposal passes unhindered.

11.02 Community Meetings

(a) The community shall hold regular meetings during which issues of importance are discussed and formal proposals are made.

(b) Each meeting shall have a facilitator and a minutes-taker. Other positions may be added as needed (e.g. time-keeper, host, etc.)

(c) The minutes of the meeting must be saved in permanent record, and emailed to all community members shortly after the meeting.

(d) The meeting minutes must be made available to view by the trustees of the property, in a central location on the internet or trustee-accessible private server.

(e) Hard copies of the minutes must be saved in date order in a folder in the community house, along with a hard copy of the bylaws and any formal proposals that have been passed.

11.03 Personnel and Residency Decisions

(a) Approving new community members, with the exception of the “founding group,” requires unanimous consent among all existing community members with voting power. The community must consult the document titled “List of Expectations for a New Community Member” and use it to guide their decision.

(b) Asking any person residing in the community area (including but not limited to: visitors, volunteers, members, and trustees) to leave the community area and prohibiting their return requires a formally written proposal with examples of their misdoings that have caused the community to request them to leave. Such proposals should be discussed without the person in

question present, though they may be present for part of the discussion if the community consents. The final decision will be made using the unanimity minus one consent rule among community members with voting power. The decision may be enforced by the community using as little or as much force as the community sees fit to enforce the decision.

(c) The trustees of the property may ask any person to leave the property without consent from the community, if it is deemed by the trustees that the person's presence constitutes a legal risk to the trustees or a significant risk to their property value.

(d) Trustees who are prohibited from entering and/or residing in the community area are still guaranteed the right to access and reside on their personal homestead lot. Access on the public trails necessary to arrive at their lot is also guaranteed.

11.04 Jurisdiction of Various Decisions

(a) Decisions that significantly affect the value of the property must be made by the trustees, unless they permit the community to make such a decision.

(b) Decisions that involve legal risk to the trustees must be made by the trustees, unless they permit the community to make such a decision.

(c) Trustees (as a group, having used the consensus process) may ask any person residing on the property to leave, regardless of the consent or non-consent of the community.

(d) Decisions regarding day-to-day life and organization of the community area, such as it does not involve clauses **a**, **b**, and **c** of this section, are the jurisdiction of the community.

(e) The community may assist in enforcing or mediating contractual agreements made between individuals residing in the community. It may also require that contractual agreements be formally registered/recognized by the community prior to becoming active, if they are to be mediated or enforced in the future. The community may set standards for the registering of contracts.

Article 12: Rights of Community Members

(a) The rights of all community members to life, liberty, and pursuit of happiness shall not be infringed upon, as far as is possible and practicable.

(b) The right of all community members to the reasonable defense of one's person, personal property, and others, shall not be infringed upon. In case of personal physical defense, the community does not require that force used in defense be equal to or less than force used in attack, since this places an attacker at a clear advantage.

(d) The right of all community members to be free from unreasonable search and seizure shall not be infringed upon.

(e) The right of all community members to a free and fair decision-making process shall not be infringed upon.

Article 13: Ratification of this Document

This document shall be considered ratified and active once it passes the consensus test at a Fruit Haven community meeting, pending objection from non-present voting members within a 2-week period.

All people residing in the community area for longer than 1 month must sign this agreement as a condition of their residency. Signing this document signifies full agreement with the community vision and mission, and agreement that the person will follow the by-laws to the best of their ability. It also signifies understanding and acceptance of any consequences that result from the failure to abide by these by-laws.

I, _____ (full legal name), with passport # _____, and of _____ nationality, have thoroughly read and fully understand all articles, sections, and clauses in the FH1 Community Bylaws document, revision date _____. I hereby agree to uphold and follow these community bylaws, and I understand that I will suffer consequences if I do not. I also specifically note that am in full agreement with the community vision.

Resident/Inhabitant - Signature **Date**

Witness - Signature **Date**