

**#OUR COMMUNITY GARDEN NAME#**  
**Operating Rules and Regulations**  
rev. February, 2014

**Mission**

#OUR COMMUNITY GARDEN NAME# (#OUR GARDEN#) is dedicated to maintaining an healthy, sustainable community garden that provides education and beautification to the community and supplies food for its members. Garden members maintain the grounds at the garden, working in a spirit of cooperation and fellowship. Our goal is to offer a safe and attractive environment to people desiring a place to grow edible produce and/or flowers. The Garden is for the use if its members and their households. Visitors are allowed into the Garden during open houses, #OUR GARDEN# community events, or by invitation from the #OUR GARDEN# Directors or Garden members.

These Rules and Regulations are intended to ensure the maintenance of a neat and productive garden area and assure a pleasant environment for all persons in the garden.

**Description**

The #OUR GARDEN# is a non-profit charitable organization operating as an Activity Committee of the #PARENT ORGANIZATION#. The Garden is located at #ADDRESS#.

The Garden operates on healthy, sustainable methods of gardening. The use of inorganic pesticides, inorganic rodenticides or inorganic herbicide is not permitted. Only biological pesticides, beneficial insects, and organic cultural practices are allowed for the control of garden pests. Parcel renters are also encouraged to use approved organic gardening, watering and soil conservation methods. Use of non-organic pesticides, rodenticides or herbicide materials can result in termination of gardening privileges. Gardeners are encouraged to use organic fertilizers, but synthetic fertilizers are allowed.

An unpaid volunteer elected Board of Directors govern the organization.

**Eligibility and Parcel Assignment**

A member-gardener is a person who is assigned a parcel and actively gardens within the Rules and Regulations of the Garden.

A member-gardener must be current in #OUR GARDEN# fees.

Parcels will be assigned by a designated Board member. Parcel assignments can be changed upon request, providing the desired parcel is not occupied. Should a change in parcels be requested, the gardener must clear his/her present parcel of all vegetation and debris before the change can take place.

As the Garden is organized for the benefit of residents of the #OUR BLOCK#, they will have priority on assignment of parcels. A person who is not a resident of the #OUR BLOCK# may apply but will not be assigned a parcel until all requesting #OUR BLOCK# residents have received their assignments. Once assigned a parcel, a non-resident will retain its use as long as he/she abides by the Rules and Regulations, and fees are current. Residency will be confirmed by an Illinois Driver's license and/or a current utility bill.

School classes or special interest groups may also register as a group. For each group a representative must be assigned to oversee and coordinate work on a parcel.

Parcels are assigned to a person and cannot be transferred to, sublet to, or exchanged with another person, including relatives.

Parcels can be shared between two residences if desired by the "head of parcel" member. The head of parcel member is responsible for coordinating payment of annual fees and community work hours for the entire parcel.

Anyone 18 years of age or older may register for one or more parcels.

**General Rules and Regulations**

Hours at the garden are from sunrise to sunset.

I, or members of my household, will maintain my parcel.

## **I WILL**

- Be aware of and abide by the rules and regulations of the Garden.
- Read, understand and sign #OUR GARDEN#'s Waiver of Liability form, as will all adult household members and guests who will be present at the garden site.
- Observe good conduct and civil behavior at all times.
- Directly supervise and be responsible for any children in my care while in the garden and keep them with me at all times.
- Be responsible for my guests following the rules and regulations of the Garden and for their actions. I understand no disruptive behavior that will affect other members or residents in the neighborhood will be tolerated. This includes radios (individual entertainment devices using earphones excluded), racing of car engines, vulgar language, raised voices etc.
- Notify the Garden Manager if I am unable to maintain my parcel.
- Be given combinations for locks in use at the garden. I will not disclose the combination to non-members of the Garden. I will ensure that all gates and sheds are locked when I leave the garden unless others are working in it.
- Arrange for someone to take care of my parcel if I am ill or on vacation, notifying the Garden Manager as to who that person is. I understand the Garden is not responsible for the upkeep of my parcel.
- Clean and return Garden-owned tools to their proper place in the storage shed when I am done with them.
- Keep the Board of Directors notified of my current address, telephone number and email. Any correspondence mailed to the current address or email address on file is considered delivered.
- Sign an #OUR GARDEN# application form agreeing to abide by the current By-laws, Rules and Regulations.
- Keep any pet I bring into the Garden on a leash at all times and either tethered by my parcel or in close proximity to me. I understand it is my sole and mandatory responsibility to clean up after the animal. Only pets that are "socialized" will be allowed and the individual owner's privilege to bring a particular animal onto the premises may be revoked after consideration by the Board of Directors should a complaint be lodged.

## **I WILL NOT**

- Drink alcoholic beverages or use illegal drugs in the garden.
- Deface or destroy any property, buildings, fences or signs in the garden.
- Leave any personal furniture at the garden when I am not present.
- Sell or use my garden produce for profit. I affirm that my produce is intended for home use.
- Skateboard, bicycle or roller skate in the garden or engage in activity that would be considered illegal or inherently dangerous.
- Threaten or harass the #OUR GARDEN# Directors, any other Garden member or his/her guest.
- Remove anything but my own produce and flowers from my own assigned parcel. I understand that harvesting or removing anything from another garden parcel without permission is stealing and will result in the permanent loss of my membership.

## **Community Service**

Each parcel will provide up to two hours per month as needed to the maintenance of common garden areas, recording on the "Work Log" the time spent and task(s) performed. This work will be done by the gardeners themselves, or by members of their household, or by other #OUR GARDEN# members who volunteer to donate community service hours to them. Gardeners may not pay others to perform this work. Gardeners may not pay the #OUR GARDEN# to replace their community hours.

Regular work days will be scheduled as needed. Service performed on work days will be applied toward the member's monthly service requirement.

It is the responsibility of the head of parcel gardener to make sure that the required community service is completed for a shared parcel.

#OUR GARDEN# Board Directors are exempt from community service in consideration for the services they provide to the #OUR GARDEN#.

Committee heads and members shall be credited with hours they contribute toward special projects with the approval of a quorum #OUR GARDEN# Directors. The number of hours credited for special projects will be decided by the #OUR GARDEN# Directors.

## **Paths**

## **I WILL**

- Keep the paths adjacent to my parcel at their original widths and free of weeds at all times.
- Keep my crop trimmed out of all pathways. I understand that if any plants extend into the pathway they will be cut back.

## **Water Use**

### **I WILL**

- Conserve water at all times.
- Turn off the water completely when finished.
- Report problems with the water to the Garden Manager or a Board Member.

### **I WILL NOT**

- Over-water my garden. Over-watering will result in a violation.

## **Hoses**

### **I WILL**

- Coil the hose on the storage rack in a neat manner when not in use.
- Take care to straighten all kinks while coiling the hose.
- Report problems with hoses to the Garden Manager or any Board Director.
- I WILL NOT cut or damage any hose.

## **Trash and Garden Waste**

There is trash service to the garden.

### **I WILL**

- Put trash in the appropriate container.
- Remove from the garden any trash or garden debris that does not fit in one of the Garden's trash containers.

### **I WILL NOT**

- Bring or dump trash from home or from outside the garden.
- Store excess/unused tomato cages, trellises and/or stakes in my parcel or leave them in the common areas of the garden, without permission of the Garden Manager or a Board Director.

## **Garden Parcels**

Each parcel under one gardener's care will carry the same responsibilities.

### **I WILL**

- Begin work on my garden parcel within three weeks of the date I am assigned the parcel.
- Keep my garden parcel at least 75% planted between June 1 and August 31st.
- Keep my parcel free of weeds and dead plants when lying fallow.
- Keep my parcel free of weeds.
- Plant crops that grow over four feet in height in the center of my parcel.
- Keep my garden parcel free of overripe, rotting and spoiled fruit and vegetables.
- Refrain from token plantings or planting a cover crop, unless specifically approved by the Board of Directors.

### **I WILL NOT**

- Use pressure treated wood or plywood in my parcel.
- Construct a fence in excess of 46 inches in height from path level around the parcel, including vegetable fences.
- Allow the soil height to exceed the boundary board on my parcel.
- Have trellises, supports or cages that exceed five feet in height and will not let them shade neighboring parcels.
- Construct any shade structures or greenhouses or use black shade cloth as a fencing material.
- Use synthetic pesticides, herbicides, or rodenticides. If I have a question on what is allowed, I shall check with the #OUR GARDEN# Board of Directors.
- Let plants over four feet in height shade my neighbors parcel
- Bring grass clippings to the garden, without approval of the Garden Manager or a Board Director.
- Leave any dead plants in my parcel.
- I will not plant any illegal or poisonous plants, plants that spread through underground runners, canes or other such means, or any plants deemed by the Board to be unsuitable, some of which are:

Bamboo	Mint
Cactus	Morning glory (flower or weed)
Cane berries	Passion fruit
Castor bean	Plumeria trees
Chaote squash	Sorghum
4 O'clock (the flower)	Sugar cane
Jerusalum artichoke	Wisteria
Any perennial over 4 feet tall, except for one five-foot tall grapevine**	
Rose types that spread through underground runners	

No paint, stain, varnish or other finishing product shall be applied to any permanent fixture in a parcel, including fences, gates, and dividers, without approval of the Garden Manager or a Board Director.

If I am in doubt as to whether a specific plant is allowed or have a question, I will ask the Garden Manager or one of the Board members.

### **Violations / Termination of Membership**

When a member is not in compliance with any of the Operating Rules and Regulations, he/she will be issued a letter of Non-Compliance and will be given three weeks to correct the situation. If the issue is not rectified, a second letter of Non-Compliance will be issued and the member will be given one week to remedy the situation. If the problem has not been corrected by the end of that week, a Notice of Non-Compliance and Eviction will be sent and the member will have one week to relinquish the parcel back to the #OUR GARDEN#. Anything in the garden parcel that has not been removed by that time will be subject to disposition by the Board of the #OUR GARDEN#.

- Issuance of 3 letters of Non-Compliance to any one member in a 12 month period will result in termination of membership. Correction of a problem identified in a notice will not cancel the notice and the notice will be counted. Verbal notices are not counted in the three notice rule.
- New members will be on probation for four months, during which time his/her membership may be terminated for cause upon unanimous vote of the Board of Directors. Such cause may include any one violation of the Rules and Regulations.
- A failure of a member's watering system will be considered a violation.
- Garden members who do not complete their required community service by the end of the year will be subject to losing their garden privileges.
- Membership in the Garden may be terminated if false information is given.
- Annual fees not paid by the end of the grace period will result in termination of gardening privileges.
- A gardener whose membership has been terminated may re-apply after one year. Termination for drinking alcohol, using drugs, or stealing will result in the permanent loss of membership.

## Appeals

Members may appeal the loss of membership to the Board of Directors within 30 days of the date of termination. The appeal can be either in person or in writing. #OUR GARDEN# Directors will discuss the issue at the next Board meeting or at a special meeting called by the president. The terminated member will be invited to the meeting. The decision of the Board of Directors is final.

The Board of Directors of the #OUR GARDEN# is the final arbiter of any disputes or violation of garden rules and regulations. Complaints or questions about the Garden should be brought to the Board either in person or in writing.

## Fees and Payments

Memberships shall run from January 1 through December 31 of each year, but members may join at any time during the year. Fees are to be paid by December 31 for continuing members. The rate for a membership first plot is the '1st Plot Cost'. Additional parcels may be rented at a reduced rate of the '2nd Plot Cost', also eligible to be prorated. A thirty day grace period is granted on membership renewal. If rental fees and completed membership forms are not received by the end of the grace period, then the member shall lose their membership and all #OUR GARDEN# privileges.

The fee schedule is:

### Annual Rental Fees

Dimensions	Sq. Ft.	1 <sup>st</sup> Plot Cost	2 <sup>nd</sup> Plot Cost
8'x4'	32	\$30	\$20
12'x4'	48	\$40	\$30
8'x8'	64	\$50	\$40

Payments by personal check should be made payable to #OUR COMMUNITY GARDEN NAME#.

Any returned checks fee imposed by the bank will be the responsibility of the member, plus a charge of \$10.00 for handling.

Fees are payable on an announced and published schedule for the ensuing year. Current year's memberships expire at midnight, December 31. There is a grace period of 30 days. Annual fees not paid by the end of the grace period may result in termination of gardening privileges.

The annual fees and refundable deposit may be waived by the #OUR GARDEN# Board of Directors for school or other groups that benefit the community, or in cases of hardship, as adjudged by the Board of Directors.

A gardener whose membership has been terminated may re-apply after one year. Termination for drinking alcohol, using drugs, or stealing will result in the permanent loss of membership.

## Information

In case of an emergency within the garden, such as the presence of bee swarms, flooding, uncontrolled watering, fire, unauthorized entry, or other such events, any member on site may take appropriate corrective action in consideration of the welfare of the gardens and/or its members as a whole. The incident and any action taken should be reported immediately to a Board member.

An unforeseen situation might arise that would prevent adherence to these agreed-upon responsibilities. If such an incident does occur, please notify the #OUR GARDEN# Directors.

If your garden produces more than your needs, you are encouraged to contribute a portion of the harvest to an agency that will channel the surplus to those who need it.

## Board of Directors Meetings

The Board of Directors of the #OUR GARDEN# meets once each month. Members may attend board meetings. To bring any concerns or questions before the board in person, contact the president to be added to the agenda.

Members are invited to call any Director to express concerns or comments.