

Ballantyne Corporate Park Owner's Association - Community Garden Rules & Regulations

Version 3 updated 2.11.2026

The following Community Garden Rules & Regulations (the "Rules") adopted by the Ballantyne Corporate Park Owner's Association, Inc. (the "Association") govern the community garden located in the area of Ballantyne Corporate Park commonly referred to as Pizzo Park (the "Ballantyne Community Garden", or the "Garden").

Access to the Ballantyne Community Garden is a privilege. All of the individuals and entities registered to use the Garden in accordance with the terms of these Rules (collectively, the "Participants") must comply with the Rules, the Association's governing documents, and local law (collectively, the "Governing Documents"). If the Association determines, in its sole and absolute discretion, that a Participant has violated any portion of the Governing Documents, the Association reserves the right to revoke such Participant's access to the Garden.

1. Eligibility & Registration

- Participation in the Garden is limited to Participants who have completed the Registration, are in good standing with the Association, and are not in violation of the Governing Documents, or, in the case of entities that are Participants, the current employees of such Participants, and their Licensees (as further described below.)
- Current Participants (along with prospective users of the Garden desiring to become Participants) must complete an annual registration form and sign a participation agreement and liability waiver (collectively, the "Registration").
- The Garden year follows the calendar year and runs from January to December (the "Garden Year"). Participants or prospective users of the Garden must register for a full Garden Year; no partial year registrations for use of the Garden will be accepted.
- Raised bed assignments will be made at the beginning of each Garden Year.
- Assignments for raised beds may be issued on a first-come, first-served basis, by lottery, or through a waitlist, as determined at the sole discretion of the Association.
- Participants who complete the Registration may be eligible for a raised bed assignment, subject to the following conditions:
 - Individual Participants may tend up to one (1) raised bed per Garden Year;
 - Participants that are entities may tend up to three (3) raised beds per Garden Year; and

- Raised beds may not be subleased, reassigned, or otherwise transferred to another Participant or other prospective user of the Garden without the prior written approval of the Association.

2. Use of Raised Beds

- Participants who have obtain raised bed assignments acknowledge and agree that raised beds must be actively planted and maintained throughout the growing seasons.
 - Raised beds are for personal, non-commercial use only. The cultivation or sale of produce for commercial purposes is strictly prohibited.
 - Each Participant is required to display a placard bearing their contact information on their assigned raised bed. The Association will provide the required placard.
 - Each raised bed may be cultivated only by the Participant to whom it has been assigned.
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3. Maintenance Standards

- Raised beds must be neatly maintained at all times.
 - Participants are responsible for regularly weeding their raised beds and promptly removing any excess plant material, trash, or other debris.
 - Participants shall not allow plants or weeds from their raised beds to encroach upon walkways, common areas, or neighboring raised beds. Participants are to keep adjacent pathways and shared areas clear of debris at all times.
 - Participants shall remove dead, diseased, or invasive plants promptly.
 - End-of-season cleanup is required by the deadline established by the Association.
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4. Approved Gardening Practices

- The use of hazardous materials, **restricted or banned chemicals**, including, but not limited to herbicides and pesticides, is strictly prohibited.
 - Participants may only use fertilizers and pest-control methods that have been expressly approved by the Association.
 - Water must be used responsibly and in accordance with Association and municipal watering restrictions.
 - Use of drip irrigation, rain barrels, or hand watering is encouraged; the Association reserves the right to require Participants to utilize (or to limit watering to) drip irrigation, rain barrels, or hand watering.
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5. Structures & Improvements

- No alterations or modifications may be made to the structural components of the raised beds.
 - Any trellises, cages, stakes, or other plant supports used by Participants must:
 - Be structurally sound and safely installed;
 - Be sized and positioned so as not to block sunlight or otherwise interfere with neighboring raised beds; and
 - Comply with Association height restrictions (not to exceed 6 feet).
 - Permanent structures, fencing, or hardscaping of any kind are prohibited unless expressly approved in writing by the Association beforehand.
 - All planting structures and supports must be removed at the end of the growing season unless otherwise approved by the Association.
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6. Shared Resources

- Common tools, hoses, and equipment provided for use in the Garden are shared Association property and must be:
 - Used responsibly and only for their intended purposes;
 - Cleaned after each use; and
 - Returned promptly and in good condition to their designated storage locations.
 - Participants shall not leave tools, materials, hoses, or equipment unattended in walkways, pathways, or common areas of the Garden.
 - Compost bins may be used only for materials approved by the Association. Compost bins may not be used for non-approved materials such as trash, meat, dairy products, or other outside food.
 - Participants' personal gardening items (if brought into the Garden) must be clearly labeled and stored in those areas designated for such storage by the Association.
 - Participants shall coil hoses and return them to their designated locations after use.
 - If the Association becomes aware that a Participant has stolen, misused, or damaged property belonging to the Association or other Participants, the Association reserves the right, in its sole and absolute discretion, to revoke the Participant's access to the Garden and/or such Participant's raised bed assignment, effective immediately.
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7. Harvesting Rules

- Participants may harvest only from the raised bed(s) assigned to them. Participants shall not harvest from other raised beds without the express permission of the Participant assigned to such raised bed, and/or the Association.
 - All produce harvested from the Garden is for **personal, non-commercial use** only and may not be sold or otherwise used for commercial purposes.
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8. Guests, Children & Pets

- Guests, licensees, and invitees of Participants (collectively, “Licensees”) are permitted in the Garden only when accompanied by a Participant.
 - Participants shall supervise their Licensees the entire time such Licensees are in the Garden.
 - A child Licensee or Participant must be supervised by an adult while in the Garden.
 - Participants shall not bring or permit pets to access the Garden.
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9. Conduct & Nuisance Prevention

- Participants must behave respectfully towards fellow Participants and their Licensees.
 - Participants shall not cause or permit loud noises, disruptive behavior, or offensive conduct of any kind in the Garden.
 - Participants shall not, nor shall they permit Licensees or others to, smoke, vape, consume alcohol, or use illegal substances within the Garden.
 - Garden activities must not create odors, visual clutter, or any other condition that unreasonably interferes with the enjoyment or appearance of the Garden by other Participants or Licensees, or that is not in keeping with the Community-Wide Standard or other requirements under the Governing Documents.
 - If the Association receives complaints regarding or otherwise becomes aware of excessive odors emanating from a raised bed, it shall notify the Participant assigned to such raised bed of the excessive odors; may require that such Participant take action to mitigate the excessive odors; and,, further, expressly, reserves the right (in its sole and absolute discretion) to terminate such Participant’s raised bed assignment.
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10. Safety & Liability

- Participants garden **at their own risk**.
- Participants shall wear appropriate footwear and follow safe gardening practices.

- The Association is not responsible for lost, stolen, or damaged personal items brought into or left within the Garden.
 - Participants, by filing the Registration, and to the extent permitted by law, waive all claims for injury to person(s) or loss or damage to property and any and all other losses or damages sustained by the Participants, or any person claiming injury or loss of property on the Participants' behalf, in connection with the use of the Garden and related activities.
 - Participants hereby agree to indemnify, hold harmless, and defend the Association, its managers, members, directors, shareholders, successors and assigns, from and against any and all claims or demands for or in connection with any loss, costs, damages, claims, liability, or injury to person(s) or property arising out of the use of the Garden. This indemnity obligation shall survive the expiration or termination of the Registration.
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11. Work Requirements (Optional)

- The Association may, upon written notice to Participants, require Participants to participate in:
 - Community workdays for the Garden; or
 - A minimum number of volunteer hours in the Garden per growing season.
 - A Participant's failure to comply with required community participation or volunteer hour obligations may result in the loss of raised bed privileges and/or other enforcement actions as determined by the Association.
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12. Abandonment

- If the Association becomes aware that a raised bed has been abandoned (or is likely abandoned), the Association will, using the contact information provided in the Participant's Registration, provide written notice to the Participant assigned to that raised bed describing the observed condition of the raised bed and noting any required corrective action.
- If the Participant fails to respond to the notice or take the corrective actions outlined therein within three (3) business days, the Association shall deem the raised bed abandoned.
- The Association reserves the right to clear, reassign, or repurpose abandoned raised beds.

13. Enforcement

- Participants who violate the Governing Documents, including but not limited to the Rules, or who allow Licensees or others to violate the Governing Documents, including but not limited to the Rules, may be issued notices or warnings, and may

lose raised bed assignments, Participant status, or Garden access, at the sole and absolute discretion of the Association.

- A Participant who causes or permits repeated or serious violations of the Rules may have their raised bed assignment(s) and/or access to the Garden immediately revoked. The determination of whether a violation is repeated or serious, and whether revocation or termination is warranted, shall be made in the sole and absolute discretion of the Association.
- All enforcement decisions are made by the Association, acting through the Board.
- The Association reserves the right to clear, reassign, or repurpose raised beds belonging to Participants who have had their raised bed assignments revoked or had their access to the Garden terminated.

14. Amendments

- The Association reserves the right to amend, modify, or alter these Rules in its sole and absolute discretion, as permitted under the Governing Documents.
- Following any amendment or modification to the Rules, the Association shall provide Participants with an updated version of the Rules.
- Participants' continued use of the Garden after notice of any amendment or modification to the Rules shall constitute implicit acceptance of and consent to such revised Rules.

15. Acknowledgment

By signing below, the undersigned acknowledges and agrees that, as of the date of signing, they have received these Rules, read and understood these Rules, and agree to comply with these Rules and any and all applicable Governing Documents.

X _____

Name: _____

Date: _____

Address: _____

Email: _____

Phone: _____