

**Pilgrim Terrace Community Garden  
Rules & Agreements  
Effective October 2023**

**I. INTRODUCTION**

Pilgrim Terrace is a private, not-for-profit organization that operates an Urban Farm and Community Gardens in Santa Barbara. The goal of Pilgrim Terrace is to provide a safe and attractive environment for persons desiring a place to grow edible produce. Rules & Agreements are intended to maintain a neat and productive garden and provide a pleasant atmosphere for all persons in the garden. This document is an agreement between all members and Pilgrim Terrace.

**II. GARDEN PURPOSE**

The garden plots at Pilgrim Terrace are to be Organic Kitchen Vegetable Gardens, not ornamental, decorative, meditation, flower or income gardens. "Organic" requires only certified organic fertilizers and insecticides, etc., can be utilized throughout the entire community garden. This is not an extension of your backyard, patio, flowerbed or home garden. The primary factor that distinguishes a kitchen vegetable garden from other types of gardens is that the vegetable plants are specifically selected, planted and grown for eating. Flowers planted in the garden are for the beneficial properties that they can contribute to the gardens (e.g., flowers attract bees for pollination and beneficial insects to combat undesirable pests).

**III. ELIGIBILITY REQUIREMENTS**

A. To become a member and maintain garden membership, an individual must:

1. Be a current regional resident of the Santa Barbara area. Proof of residency must be provided at the time of admittance and upon annual renewal. Acceptable forms of verification are as follows:
  - California driver's license or California ID card, AND
  - Proof of residency such as utility or insurance bill, deed or other acceptable documentation with name and address clearly indicated.
2. Sign a Pilgrim Terrace Agreement and abide by the current Bylaws and Rules & Agreements. •  
Be assigned a garden plot and actively garden the plot.
  - Voluntarily perform occasional Community Service, if able, to help maintain the community gardens' environment.
3. Remain current with all association garden dues and fees.

B. Special Notes Regarding Member Eligibility

1. Each residential address may be assigned two plots.
2. Plots are assigned by Pilgrim Terrace and cannot be transferred, exchanged or sublet to another person. Plots may only be reassigned at the discretion of Pilgrim Terrace
3. Each member shall keep Pilgrim Terrace notified of his/her most current address and telephone number and preferably an email address. Any correspondence mailed or emailed to the members addresses on file, either physical or email, is considered delivered. If a member moves out of the area, he/she must inform Pilgrim Terrace immediately and relinquish the plot.
4. Upon a member's death, the spouse or partner of the same address may take over the garden plot as a member in his/her own right.

**IV. MEMBER CODE OF CONDUCT**

A. Members shall:

1. Maintain responsibility for personal guests and ensure guests follow Rules & Agreements.
2. Abide by the hours of operation: dawn to dusk any time of the year.
3. Read bulletin boards, mail, and emails for current information.
4. Supervise children and stay with them at all times while in the garden.
5. Properly use equipment and tools and return them CLEAN to their proper place.
6. Conserve water

B. Members shall NOT:

1. Sell or use garden produce for profit.
2. Enter another member's garden without permission. Removal of any item (crop, plant, tool, etc.) that is not your own personal property is considered theft and cause for permanent loss of membership.
3. Destroy or damage any property of Pilgrim Terrace or its members.
4. Bring animals to the garden.
5. Provide food or water for any wild animals or birds.
6. Allow children to wander into neighbor's gardens or common areas.
7. Consume alcoholic beverages or smoke in the garden as per Long Beach park rules.

**V. GARDEN PLOT REQUIREMENTS**

A. Members shall:

1. Keep garden plot completely planted and harvested with new vegetables of the season (token planting and cover crops are not allowed). Gardens must be planted with at least 80% edible crops, thus allowing the remaining 20% of your plot for the inclusion of the following items:
  - Pathways
  - One plastic storage container
  - Two made-for-garden plastic or composite garden chairs or a small bench.
  - Two approved compost containers

Note: If an item is used as a support for growing crops (bean pole, tomato cage, trellis, etc.), it is considered part of planted crop. If not in use, they will be part of your 20% unplanted plot.
2. Remove weeds and grasses and trim or remove all diseased and/or pest-infested plants to avoid spread of disease and weeds and take reasonable steps to prevent and control diseases and pests.
3. Keep crops trimmed and out of pathways.
4. Only hand water and conserve water at all times. No drip systems, oscillating sprinklers, diffusers or soaker hoses are permitted in plots.
5. Place refuse from your garden into dumpsters provided. If dumpsters are full, keep refuse in your plot until dumpsters are empty. Any wood material must be cut to fit inside the dumpster. When finished emptying trash, be courteous and clean up crops/trash around the dumpster. Raised beds cannot be greater than 8 inches higher than the border boards.
6. Arrange for someone to take care of your plot when necessary (i.e., illness, vacation, etc.). Members are responsible for maintaining their garden, regardless of personal issues.

B. Members shall NOT:

1. Plant more than 10% of garden plot in beneficial flowers
2. Plant more than 50% of garden plot with any one crop.
3. Use fragile glass or any pressure-treated wood in the garden.
4. Alter, attach to, replace, or paint the border boards of the plot.
5. Raise the soil level in their garden plot more than 8 inches higher than the border boards.
6. Have any trellises, supports, cages, or any structure, including ornamental items, in excess of 6 feet in height.
7. Let anything (plant, structure, etc.) shade any neighboring plots.
8. Plant asparagus, rhubarb, artichokes or sunflowers closer than 4 feet from the plot borders. Artichoke foliage must be trimmed off the soil to reduce rodent infestation.
9. Leave crops/trash in a wheelbarrow (either at a dumpster or in your plot).
10. Bring refuse from home or outside the garden and put into dumpsters.

## VI. EQUIPMENT AND PLANTS

### A. Members are allowed:

1. One storage container for tools and supplies; must be manufactured from a weather resistant plastic and designed for outdoor use (no wood or metal storage containers allowed.) Containers can be no taller than 3½ feet in height, not wider than 4 feet, and no deeper than 2 feet.
2. Two made-for-garden plastic or composite garden chairs or a small bench.
3. Made-for-garden support systems, poles, cages, and trellises, including concrete support wire. Wood poles and supports cannot be made from any type of pressure treated lumber. Posts or supports must be no larger than a standard 4x4 lumber and cannot exceed 6 feet in height.

### B. Members are NOT allowed:

1. Old windows, stepladders, screens, doors, household furniture, cinder blocks, artificial turf, etc. to be used as décor, fencing or as supports or cages for crops.
2. Planting in containers of any type.
3. Containers (including plastic bags) that hold standing water and create habitat for breeding mosquitoes and other insects.
4. Overhead structures taller than 6 feet, measured from top of border boards to top of structure.
5. No worktables are allowed in plots with the exception of ADA compliance.

C. Excess but usable materials, such as cages, trellises, stakes, etc. are placed behind the manure wall at the southwest corner of the garden (the far Nature Center corner).

D. The following vegetables or plants are **NOT ALLOWED** for use because they are invasive, toxic, have the potential for spreading plant diseases, harbor damaging insects or causing physical harm:

Bamboo	Datura	Mints	Sorghum
Berries (prickly) (see section E below)	Four O'clock	Morning glory	Succulents
	Grapevines	Nightshade	Sugar cane
Butterfly Bush	Gopher purge	Passion fruit	Trees
Cactus	Horseradish	Petunia	Volunteer Tomatoes
Canna Lily	Illegal plants or cannabis	Plumeria	<i>Any woody perennial that grows over 4 feet</i>
Castor Beans	Jerusalem artichokes	Potato, sweet potato, yam, etc.	
Calendula	Melissa (lemon balm)		
Dandelion (common wild)	Milkweed	Roses	

E. Berry Plants -- Strawberry and blueberry plants are acceptable. Banned berries include blackberries, raspberries, or any other member of the genus Rubus.

F. Rosemary and Lavender Plants -- If planted in plots, Rosemary and Lavender shall be maintained so as not to reach a height of greater than 3 feet and the main stem shall not be greater than 1-2 inches in diameter, resulting in a tree-like plant that is larger than needed and is difficult to remove.

G. Seasonal Rule -- All tomatoes, peppers, and eggplants must be removed from garden plots PRIOR to December 31<sup>st</sup> and are not to be planted before March 1<sup>st</sup>. This is to control diseases that can persist from overwintering plants.

## **VII. COMMUNITY SERVICE**

A. Community Service, voluntarily performed by members during scheduled work parties, is used to maintain the common areas of the garden and perform duties that ensure a good infrastructure.

1. Permanent assignments are available for those who are willing to commit to an ongoing community service assignment, such as clearing paths, monitoring tools in the shed, assisting in gopher or other pest control, etc.

## **VIII. GARDEN REVIEWS**

A. Approximately every month, a Garden Review will be conducted by Pilgrim Terrace delegates along with any volunteering members to identify gardens not in compliance with the Rules & Agreements of the LBCGA.

B. Communications to members regarding problems will generally be by email or by US Postal Service if an email is not available. Communication can range from a simple reminder to a Correction Notice or to a Notice of Termination for repeated Correction Notices. In all cases, a reasonable time period for correction of problems will be provided.

C. Banned plants or plants placed in violation of the Rules & Agreements, will be removed 1 week

after initial violation notice

## **IX. WATER SYSTEMS, HOSE USE AND HOSE REPLACEMENT**

A. Pilgrim Terrace controls the water system. Any issues with the water system should be reported to Pilgrim Terrace or delegates,

B. Hose replacement (purchase and cost) is the responsibility of the gardeners

C. All hoses must be stored, wound and hung properly on hose hangers without kinks and in concentric rings. Bending hoses at sharp angles at connectors can cause damage and leaks.

## **X. COMPOST CONTAINERS AND COMPOSTING**

A. Compost containers are limited to no more than two containers with a combined size not to exceed 3 feet x 3 feet x 6 feet in size.

B. All composting must be done in covered containers. Open composting on the soil is not allowed.

C. All crops in composter must be covered with dirt or manure to deter flies, gnats and critters. Members are not permitted to utilize any meat scraps (will attract vermin) or weeds in composters.

D. Compost containers are considered part of the 20% non-planted area of the plot.

## **XI. URBAN FARM AND ORCHARD**

A. Pilgrim Terrace has a vision of providing free produce to organizations and individuals in the community. Each member is encouraged to contribute a portion of produce to the food bank type project once established.

B. Members are not to enter the Urban Farm and Orchard without permission of Pilgrim Terrace or designated Manager(s).

## **XII. TERMINATION OF MEMBERSHIP (Voluntary and Involuntary)**

- A. Notify Pilgrim Terrace or delegates when giving up membership.
- B. A gardener in good standing who voluntarily gives up membership and leaves the assigned plot "ready for the next gardener" may reapply for membership at a future time.
- C. A gardener who loses membership for a minor infraction may be added to the waiting list after a one-year waiting period.
- D. A gardener who loses membership for a major infraction may permanently lose membership and may not be able to reapply or enter the garden for any reason (other than to collect belongings and clean plot).
- E. Membership may be terminated if any rules are broken. This action is not taken lightly by the Pilgrim Terrace but will be exercised when necessary and appropriate.

\*A member may be terminated for any of the following:

1. Falsification of information.
2. Theft, removal, or destruction of property from any garden, orchard or member.
3. Drinking alcohol or smoking in the garden.
4. Removing any items from the food bank resources (food, containers, bags, etc.).
5. Failure to make corrections to garden plot upon receipt of a Correction Notice in the time allotted.
6. Excessive plot problems -- Plots receiving three Correction Notices within a twelve-month period can be terminated or placed on probation. (The year begins upon receipt of the first notice.)
7. Abandoned Plot - an abandoned plot means: no crops, no activity (planting, watering or weeding), overrun by weeds or blooming weeds/crops, crops going to waste or rotting.
8. Entering another member's plot without permission.
9. Disrespectful, abusive, harassing, or threatening behavior or language toward other members.

\*Examples are not limited to the above and are at the reasonable discretion of Pilgrim Terrace.

- F. When a membership is terminated, voluntarily or for cause, the member must collect personal belongings within the period stated in their termination letter or by mutual agreement between the member and the Pilgrim Terrace. Any items left in the plot after the agreed upon date become the property of the entire community garden.
- G. New members are on probation for the first 90 days and membership may be terminated for cause or Rules & Agreements violations, which includes, but is not limited to, a Correction Notice.
- H. Members can appeal to Pilgrim Terrace regarding the loss of membership or other actions. The appeal can be either in person or written submission. The member requesting an appeal shall contact Pilgrim Terrace for a hearing of the grievances.

## **XIII. DUES AND FEES**

- A. All dues and fees are non-refundable.

## **XIV. GOVERNANCE**

- A. Pilgrim Terrace will identify certain community garden members as Managing Delegates to instill a self governance to the greatest extent possible. While ultimate responsibility for the Rules Agreements, the Managing Delegates will have authority for the the day to day operations of the community garden including enforcement of the Rules.
- B. In a garden emergency such as flooding, fire, unauthorized entry or other such events, Management Delegates on site may take appropriate corrective action in consideration of the welfare of the garden and/or its members as a whole. If Management Delegates are not on site, contact Pilgrim Terrace Management.