

SITE RULES SUNSHINE COMMUNITY GARDENS

Ratified May 2021; Reformatting Ratified September 2021

Sunshine Community Gardens (Sunshine) is a program of Community Garden Initiative of Central Texas (CGICT) and is located on the grounds of the Texas School for the Blind and Visually Impaired. We have an obligation to TSBVI, our fellow members, and the community to remain active gardeners as described in these Site Rules.

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I. MEMBERSHIP; PLOT ASSIGNMENT; FEES; SERVICE HOURS

A. MEMBERSHIP REQUIREMENT

Gardeners at Sunshine, except for a secondary gardener on a quarter plot, must be CGICT members as defined by CGICT Bylaws, which require 1) signing a membership contract, 2) being assigned to a plot, 3) being of legal voting age and 4) being in good standing with these site rules.

B. PRIMARY AND SECONDARY GARDENERS

1. Primary Gardener

- a. The primary gardener is the member so designated in the membership contract and is the contact for all correspondence related to the assigned plot. All members/gardeners on the contract are collectively and severally bound by the contract. The primary gardener shall maintain a current email and physical address on file with Sunshine.

2. Secondary Gardeners

- a. Number of Secondary Gardeners Per Plot and CGICT Membership Status.
 - i. Full and Half Plots.

Each full plot may have up to three secondary gardeners and each half plot one secondary gardener. Secondary gardeners on full and half plots shall be members of CGICT and shall sign a membership contract or an appropriate addendum to the primary gardener's membership contract.

ii. Quarter Plots.

Each quarter plot may have one secondary gardener. Secondary gardeners on quarter plots shall not be members of CGICT but shall have all the rights and obligations of a member of CGICT as set out in the CGICT Bylaws and these site rules except for the right to vote and hold office and rights and obligations reserved exclusively for members. Secondary gardeners on quarter plots shall sign an appropriate addendum to the primary gardener's membership contract or separate secondary gardener contract.

b. Number of Plots To Which Secondary Gardener Can Be Assigned.

Unless otherwise set by the board or grandfathered under Paragraph I.D.2, no member may be assigned as a secondary gardener to more than one plot regardless of size of the plot.

c. Option of Secondary Gardener To Be Assigned As Primary Gardener On Plot.

If a primary gardener on a plot voluntarily withdraws, a secondary gardener on the plot shall have a first option to be assigned the plot if:

- i) The secondary gardener signed a membership contract as a secondary gardener at least six months before the withdrawal effective date,
- ii) The plot is cleared of weeds and crops past their prime and is in good condition for reassignment, and
- iii) The Board approves the secondary gardener's request to be the primary gardener.

To exercise this option, the secondary gardener must notify the plot assignment coordinator by the withdrawal effective date, sign a new membership contract as primary gardener, and pay the same fees as a new gardener (membership fee and tool co-op fee). The only way for a secondary gardener on a plot to become the primary gardener is through this process.

C. TEMPORARY WITHDRAWAL WAITING LIST

Members who need to withdraw temporarily because of special circumstances may request to be put on waiting list and receive special priority in being assigned a plot when the member wants to return to membership. The plot must be cleared and in good condition for reassignment.

D. PLOT SIZES AND LIMITATION ON NUMBER ASSIGNED

1. Sunshine Community Gardens has full, half, and quarter plots. It also has a limited number of raised beds free of charge for gardeners with disabilities. A full plot measures approximately 400 sq. ft. (normally ~20'x~20'), a half plot approximately 200 sq. ft. (normally ~20'x~10') and a quarter plot approximately 100 sq. ft. (normally ~10'x~10' or ~20'x~5'). The location of each plot is specified in the plot membership contract and on the site map.
2. The Board may limit the number of plots or total square footage a member may be assigned. In no event may a member be assigned more than 1 full plot or its square feet equivalent. Members with previously assigned plots will not be affected by any reduction in the maximum number of plots or square footage a member may be assigned.

See Interpretation of this paragraph in appendices.

E. FEES

1. Membership Fees

- a. Annual membership fees for members assigned as primary gardeners are payable by February 1 as follows:

Full Plot:	\$90.00
Half Plot:	\$45.00
Quarter Plot:	\$35.00

Initial fees for new primary gardeners are payable on a prorated annualized basis.

- b. The treasurer may permit payment of membership fee in installments when appropriate to a member's specific circumstances.
- c. Fees not paid may result in the termination of membership.
- d. A statement will be sent to the member by January 15.

2. Initial Plot Assignment Fees

New primary gardeners shall pay a Tool Co-op Fee of \$20.00, which is a non-refundable charge except for new gardeners who withdraw within 30 days.

3. Moving to Different Plot

- a. No additional membership fees shall be assessed a member moving to a smaller plot.
- b. No additional fees shall be assessed, or refunds made to members moving to different plot if amount is \$10 or less.

4. Withdrawal

If a member voluntarily withdraws from the garden, fees are refundable as follows. The member must provide a current mailing address in the Withdrawal Form or other written notice of withdrawal.

- a. Tool Co-op Fee: Refundable to new members who withdraw within 30 days.
- b. Primary Gardener Membership Fee: Refundable in accordance with the following schedule to members who pay timely on an annual basis by February 1 due date and not contingent on clearing the plot:
 - 75% if gardener withdraws from garden before May 1 (3 months);
 - 50% if before Aug 1 (6 months); and
 - 25% if before Nov 1 (9 months)

5. Returned check fee: \$30.00

F. SERVICE HOURS

1. A member is required to complete service hours as follows:

Full plots: 8 hours per six-month season.

Half plots: 4 hours per six-month season.

Quarter plots: 4 hours per six-month season.

Unworked service hours are billed at \$30 per hour for first two hours, \$10 per hour for subsequent hours.

2. For each plot, regardless of size, one additional hour each season is due in service to the special relationship between Sunshine and TSBVI. A \$50.00 fee will be assessed for this hour of unworked service.
3. While the garden seasons run from Feb. 1 to July 31 and Aug. 1 to Jan. 31, service hour periods run from Jan. 1 through June 30 and July 1 through Dec. 31. This is to simplify billing.
4. It is the responsibility of the member to record service hours in the Virtual Green Binder online by Jan. 7 (fall season hours) and Jul. 7 (spring season hours).

5. Service hours are not transferable from season to season nor among members.
6. Not all service hours require physical labor. Please contact a member of the Board for more information.
7. Maintenance of common pathways, pathways between adjacent plots, and common areas can be counted as service hours.

II. NEW MEMBERS: SPECIAL REQUIREMENTS

- A. New members must complete the following in the first thirty days of membership, or their membership will be terminated:
 - a. Clear plot of all plant material other than healthy herbs, perennials or vegetables and prepare plot for future planting.
 - b. Complete and record their first (1st) service hour within 30 days of membership.
- B. New members must complete and record their second (2nd) service hour within 60 days of membership and the balance of their required service hours by June 30 or December 31 or their membership will be terminated.
- C. New members may count as service hours the clearing of plots that were not cleared by the previous member to the extent of one-half of the total service hours required.

III. PLOT COMPLIANCE

- A. COMPLIANCE REQUIREMENTS
 1. Plot compliance includes:
 - a. harvesting vegetables and/or fruits regularly;
 - b. keeping plot from becoming overrun with weeds, especially bindweed, Johnson grass, and Bermuda grass;
 - c. removing plants at the end of their productive life;
 - d. keeping a two-foot strip of any common path and common area bordering the plot clear of encumbrances from the plot, weed free and passable; and
 - e. keeping a one-foot strip inside plot along common borders with adjoining plots free of weeds (Bermuda grass, bindweed, etc.).
 2. Members are expected to garden at all times of the year. Any exceptions must have Board approval. Gardens are not to be left neglected/unattended (unwatered and/or overrun with weeds) for more than two weeks without prior notice and/or arrangements with the Zone Coordinator or Board member.
 3. Sunshine Community Gardens' collective space is divided into individual plots with shared borders, which requires being considerate of neighboring gardeners. Vegetables and ornamentals, including their trellises or similar supporting structures, should not be planted/placed so close to plot boundaries that:
 - i) the plants cannot be cultivated or harvested without entering a neighboring plot,
 - ii) a plant or structure casts excessive shade on a neighboring plot, or
 - iii) a plant or structure otherwise encroaches on a neighboring plot.

4. No trees, large cacti or illegal plants may be planted. *
5. No permanent structures should be placed on the plot. *
6. Temporary structures should not shade a neighbor's plot.
7. Plots may not encroach on paths identified and laid out as common paths by the board.
8. Only organic soil amendments, nutrients, and pest controls are used in the garden.
When in doubt about a product or method, check with a Zone Coordinator or Board member.
9. The use of chemically treated wood is not allowed. These products contain toxic substances that may leach into the soil.

B. ENFORCEMENT

1. Plots shall be monitored regularly by the Zone Coordinators for compliance with the Site Rules. An email, phone call, or personal contact shall be made to the member acknowledging the evidence of non-compliance and seeking a plan for compliance.
2. Procedure when a plot is out of compliance:
 - a. Determination
Two Zone Coordinators will agree on non-compliance and will notify the Vice-President of the Board.
 - b. Official Notice
The Vice-President will notify the Board of Directors. The President will send official notice of non-compliance by email and simultaneously by regular U.S. mail to addresses on file. The email sent date will be the date of mailing.
3. Grace Period for Achieving Compliance
Membership shall terminate seven days from the date of mailing of the Official Non-compliance Notice unless the member, within the seven-day period, either a) brings plot into compliance or b) notifies the President or Zone Coordinator that the member intends to bring plot into compliance. If the latter, the period to bring the plot into compliance shall automatically be extended to 21 days from the original date of mailing of the notice of non-compliance. Failure to bring plot into compliance within the extended 21-day period shall result in automatic termination of membership. The President and the Zone Coordinator shall determine if the plot has been brought into compliance. Unless otherwise agreed to by the member and the Zone Coordinator, a plot is considered to have been brought into compliance when the plot has been cleared of weeds and crops past their prime and is either a) planted in new or still-producing plants or b) ready for planting. The Zone Coordinator shall notify the Vice-President, Treasurer, Secretary and Plot Assignment Coordinator of final outcome of termination process.
4. Termination of Membership
If the plot is not in compliance at the end of the applicable Grace Period under Paragraph 3, the plot will be available for reassignment to another member and any produce or plants considered abandoned. Any equipment, tools or other items left on the plot or common area shall be considered abandoned seven days after membership is terminated. If the plot is subject to renewal during this process, a renewal statement will not be sent to the member until the compliance issue is resolved. If the plot is returned to compliance, the due date for the renewal fee will be adjusted.

5. Repeated Non-compliance

Repeated documented instances of non-compliance (defined as either two documented instances in one season or one documented instance in three consecutive seasons) will be grounds for termination of membership.

IV. GENERAL RULES

- A. This a community garden. Other members are our neighbors. There should be no harassment, threats, verbal abuse or acts of violence by any person against any other person. Such acts should be reported to the Board. If necessary, proper authorities will be called. Any person committing such acts may have their membership terminated.
- B. For CGICT to maintain its tax-exempt status, no member may:
 - i) sell whatever he or she grows at Sunshine Community Gardens;
 - ii) use the office trailer or building at Sunshine Community Gardens in conjunction with for-profit sale of produce or flowers; or
 - iii) use any materials or property, other than those agreed to in the member contract, donated to or purchased with funds from Sunshine Community Gardens or Garden or Community Garden Initiative of Central Texas in conjunction with for-profit sale of produce or flowers.
- C. NO ALCOHOL, ILLEGAL SUBSTANCES, OR TOBACCO PRODUCTS INCLUDING E-CIGARETTES. Sunshine's land use license agreement with TSBVI prohibits use or possession of alcohol. Tobacco carries the mosaic virus, which is deadly to some plants. *
- D. Unattended watering is not allowed with the exception of soaker hoses and drip irrigation. Soaker hoses or drip irrigation systems may be left on unattended for no more than 3 hours during the daylight hours only at low pressure. Soaker hoses and drip irrigation systems must be maintained in good repair. Hand watering should take into account wind and temperatures to ensure as little waste as possible. No water timers or sprinklers are allowed.
- E. Hoses in use on the site belong to the members, not the garden. Repairs and replacements are the responsibility of the members using them.
- F. Tools and wheelbarrows should be used only for the purpose for which they were intended and should be returned clean to their proper place in the tool shed. Only members are allowed to use power tools. Members should use equipment in a responsible manner and report any mechanical problems.
- G. Waste Disposal. Each member/gardener is responsible for appropriately disposing of plant waste and other trash. To the extent possible, materials should be recycled, reused, and repurposed.
 - 1. The board may adopt a policy identifying which waste should be put in dumpster and which should be composted. The policy shall be attached as an Appendix to these rules.
 - 2. Unless otherwise provided in board policies:
 - a. Khaki weed, tree branches, and diseased plants must be put in dumpster.

b. Grass and weeds including bermudagrass and bindweed must be put in compost.

3. No trash from off the property may be placed in the dumpster.

H. The entire garden including common areas and plots are to be kept free of litter including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of the gardening activity. *

I. Pets must be restrained on leashes at all times. Pet owners must clean up after their pets.

V. COMMON PATHS AND AREAS

A. COMMON PATHS

Common paths are paths identified and laid out as common paths by the board. Paths (other than common paths) between adjacent plots sharing a border shall be arranged by the gardeners of the two plots by mutual consent.

B. COMMON AREAS

A common area is any area of the garden not assigned to a member or for use as the Micah 6 garden or tomato test plot. This includes the trailer, the tool shed, and the greenhouses. All members are responsible for the maintenance of these areas.

VI. ROADS AND PARKING

A. Speed limit is 3 MPH. (Primarily for safety, but also to keep the dust down.) *

B. Sunshine's roads provide access to plots and common areas. Gardeners should not 1) park on roads except to unload a heavy load from vehicle, 2) drive on roads when wet, 3) drive around barriers, 4) drive into another gardener's plot, or 5) put plants or other items in the road.

C. Cars may not be left idling while at the garden.

D. Park only in the front parking area or your common area. On weekends there are parking spaces on Sunshine and 49th Streets.

VII. SAFETY AND SECURITY

A. SPEED LIMIT IS 3 MPH as set under Paragraph VI (Roads and Parking). *

B. Locks

1. The tool shed, gate, and trailer are to remain locked from sundown to sunrise.
2. If a member gardens after dark or predawn, the gate should be locked, and member could be questioned by the police at these times.
3. The combination locks should not be left hanging open or with the combination exposed.

C. All children under 12 must be under adult supervision at all times and are not allowed in the tool shed.

* Identifies a requirement imposed by Sunshine's license agreement with TSBVI

VIII. LIABILITY DISCLAIMER

NEITHER THE TEXAS SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED NOR THE COMMUNITY GARDEN INITIATIVE OF CENTRAL TEXAS ARE RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE OR FOR THE THEFT, LOSS, DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY. *

IX. MEMBER CONTACT INFORMATION AND MEMBER NOTIFICATION

A. CONTACT INFORMATION.

Members are responsible for maintaining their current email and physical address on file with Sunshine Community Gardens and are encouraged to use the change of address form on website.

B. MEMBER NOTIFICATION

Any notice required by these rules may be sent by email to email address on file. Official notification of nonpayment of dues, plot non-compliance or other item relating to termination of membership shall be given both by email and regular U.S. mail to addresses on file.

X. ENFORCEMENT.

Article 12 (Site Rules) of the CGICT bylaws grants the board authority to determine compliance with any site rule and the consequences of noncompliance. The consequences of noncompliance with any site rule may include loss of membership and lesser penalties such as fines and correction of the noncompliance.

XI. WAIVER

To avoid a significant hardship for an individual gardener, the board, by a two-thirds vote, may waive a site rule provision. The board may condition the waiver on the gardener's agreement to fulfill certain obligations. In granting a waiver, the board should consider, at a minimum, the extent of the hardship to the gardener, fairness to other gardeners, financial impact on Sunshine, alternate ways for the gardener to satisfy provision being waived, and Sunshine's purpose as a 501(c)(3) tax-exempt organization.

XII. AMENDMENTS

As provided by Article 13 of the Bylaws of the Community Garden Initiative of Central Texas, changes to these Site Rules shall be adopted and become effective as set by the Board but subject to ratification by the Membership of the Sunshine Community Gardens site at its next meeting.

* Identifies a requirement imposed by Sunshine's license agreement with TSBVI

Appendix A
POLICY - MAXIMUM PLOT ASSIGNMENT TO A MEMBER AS SECONDARY GARDENER
Substantive Policy Adopted 5/2/2017

Scope of Policy

This policy sets how the board interprets the second paragraph of Part I.D of the Sunshine Site Rules ("Paragraph 2") with respect to its application to members being assigned to plots as secondary gardener. Paragraph 2 reads:

The Board may limit the number of plots or total square footage a member may be assigned. In no event may a member be assigned more than 1 full plot or its square feet equivalent (approximately 400 sq. ft.). Members with previously assigned plots will not be affected by any reduction in the maximum number of plots or square footage a member may be assigned.

Background

Paragraph 2 limits the number of plots (1 full plot) or its square feet equivalent (approximately 400 sq. ft.) a member may be assigned. It also provides for grandfathering of members assigned to more than 1 full plot or 400 sq. ft. at the time the rule was adopted. However, it is ambiguous as to how it applies to members assigned to plots as secondary gardeners.

Site Rule I.B.2.c., which addresses option of secondary gardeners to be assigned as primary gardener, is relevant to interpreting Paragraph 2 and reads:

c. Option Of Secondary Gardeners To Be Assigned As Primary Gardener On Plot

If a primary gardener on a plot voluntarily withdraws, a secondary gardener on the plot shall have a first option to be assigned the plot if:

1. The secondary gardener signed the membership contract as a secondary gardener at least six months before the withdrawal effective date,
2. The plot is cleared of weeds and crops past their prime and is in good condition for reassignment, and
3. The Board approves the secondary gardener's request to be the primary gardener.

To exercise this option, the secondary gardener must notify the plot assignment coordinator by the withdrawal effective date, sign a new membership contract as primary gardener, and pay the same fees as a new gardener (membership fee and tool co-op fee). The only way for a secondary gardener on a plot to become the primary gardener is through this process.

Policy

The board interprets:

1. Paragraph 2 as applying to members assigned as either primary and secondary gardener including the grandfathering of members previously assigned to multiple plots; and
2. Site rule I.B.2.c. as applying to all situations in which a secondary gardener becomes primary gardener including when grandfathered under Paragraph 2.

Applying Paragraph 2 to members assigned to plots as secondary gardener means a member, unless grandfathered under Paragraph 2, is limited to being assigned a maximum of one full plot or its square feet equivalent (approximately 400 sq. ft.) as primary and secondary gardener combined. In addition,

Paragraph I.B.2.b. limits the number of plots to which a gardener may be assigned as secondary gardener to one plot regardless of size of the plot. Accordingly, unless grandfathered under Paragraph 2, a member may not be assigned as secondary gardener on:

- more than one plot regardless of size;
- any plot if assigned as primary gardener on a full plot; or
- more than a half plot if assigned as primary gardener on a half or quarter plot

Under the grandfathering provision of Paragraph 2, a member assigned as secondary gardener on more than one full plot when Paragraph 2 was adopted (2008?) can continue to be assigned to those plots. A member grandfathered in as a secondary gardener on more than one full plot may become the primary gardener on those plots, but the assignment as primary gardener must comply with the requirements of Site Rule I.B.2.c. including board approval.

A consequence of interpreting Paragraph 2 as applying to members being assigned as secondary gardeners is that if spouses/partners are each assigned a plot and either plot is a full plot, then neither can count any service hours worked toward the service hours required of the other. This results because Paragraph 2 prevents either from being a secondary gardener on other's plot and Site Rule I.F.5 prohibits service hours being transferred among members.

Appendix B
DISPOSING OF WASTE GENERATED AT SUNSHINE
Adopted 4-13-2021; Revised 5-6-2021

Purpose: The purpose of these guidelines is to reduce, to the extent feasible, the disposal of organic waste in the dumpster since that waste ends up in a landfill. Sunshine supports Austin's Zero Waste By 2040 program.

A. Reuse/Repurpose/Recycle

- Items should be taken home to recycle when possible
- Lumber unless condition is such that not reusable (*Place in front of tool shed*)
- Wood chip compost from replacing wood chips on common paths and plot borders (*Reuse in plot*)
- Smaller rocks (*Put in low places on roads and parking lot*)
- Larger rocks that might be used as plot border (*Put in front of tool shed. Do not use plastic wheelbarrows to move the rocks.*)
- Plant pots and pot trays (*Put in GardenPort greenhouse*)

B. Dumpster Disposal

- Khaki weed
- Tree branches, saplings, etc.
- Woody stems (Okra, sunflowers, large tomato plants, some vines, etc.)
Separate the woody stems, put the stems in the dumpster, and rest of the plant in the compost area. Practical test: Try to bend it – if it breaks, it is woody.
- Diseased plants
Since "diseased plant" is not defined, each gardener must determine if a plant is diseased and goes into the dumpster. If a plant has root knot nematodes, cut off the roots, put the roots in the dumpster, and put rest of the plant in the compost area.
- Lumber in such condition that not reusable (*Cut to fit into the dumpster*)
- Plastic, weed fabric, etc.
- No trash from outside Sunshine

C. Compost Disposal

- All plant waste not listed as going to dumpster or for reuse/repurpose including:
 - All weeds other than khaki weed including bermudagrass (entire plant) and bindweed
 - Non-woody parts of plants with woody stems (okra, sunflowers, large tomato plants, some vines, etc.)
Separate woody stems, put the stems in the dumpster, and rest of the plant in the compost. Practical test: Try to bend it – if it breaks it is woody.
 - Non-diseased plants
- Items should be put in proper piles and plants cut up

Appendix C

EXPIRED OR REPEALD RULES OF POSSIBLE HISTORICAL INTEREST

The following are rules which had expiration dates or were repealed but may still be of historical interest or relevancy to future rule changes.

1. Rule I.B.8.

For the Fall 2015 and Spring 2016 seasons, the Board may pilot test options for addressing issues related to gardeners' failure to timely work or record some or all of their Service Hours. The options shall include assessment of a penalty for failure to timely work or record Service Hours. As part of the pilots, the Board may waive requirements relating to when Service Hours are worked or recorded. This subsection expires August 31, 2016.

2. Rule VIII

VIII. ACTIVE GARDENING PILOT

Sunshine Community Gardens fulfills its purpose of providing "opportunities for the public to engage in organic gardening" only when its members actively garden their assigned plot(s) to produce vegetable and/or ornamental crops. Currently, it is possible to maintain a plot in compliance with site rules without actively gardening the plot but doing so is not consistent with the purpose of Sunshine Community Gardens. To evaluate the effectiveness of amending the site rules to require active gardening of plots, the board shall pilot test requiring members to actively garden their plot(s) and a process for enforcing this requirement, up to and including termination of membership, for failure to actively garden plot(s). The term of the pilot period is defined as the Fall 2016, Spring 2017 and Fall 2017 seasons. For purposes of this pilot, active gardening is defined as consistently:

- Planting plot in vegetables and/or ornamentals.
- Maintaining plants after planting by watering, weeding, etc.
- Harvesting in a timely manner by picking vegetables when ripe, removing expired annuals and cutting, pruning, thinning, or deadheading ornamentals, such as perennials and natives, as appropriate.
- Not leaving plot unplanted in vegetables or ornamentals for extended periods with the exception of letting soil rest; resting soil must be covered with leaves, compost, etc., or planted with a cover crop such as clover, buckwheat, Elbon rye or similar crop.

If a gardener has multiple plots, each plot must be actively gardened as defined above.