

## Current Separately Regulated Use Regulations for Community Gardens

### §141.0203 Community Gardens

Community gardens are *premises* that are divided into multiple plots for crop cultivation by individual parties. Community gardens are permitted as a limited use in the zones indicated with an “L” and may be permitted with a Neighborhood Use Permit in the zones indicated with an “N” in the Use Regulations Tables in Chapter 13, Article 1 (Base Zones) subject to the following regulations.

- (a) The on-site sale of produce is not permitted.
- (b) The site shall be designed and maintained so that water and fertilizer will not drain onto adjacent property.
- (c) A minimum 3-foot-wide, clearly marked entrance path shall be provided from the *public right-of-way* to the garden.
- (d) A permanent *fence* shall be provided on the perimeter of the garden. Any fence within the front yard or street side yard shall be an *open fence*. The *fence* shall be at least 5 feet in height and shall not exceed 6 feet in height. The *fence* shall include at least one access gate. Except as otherwise provided in this paragraph, *fences* shall be in compliance with Chapter 14, Article 2, Division 3 (Fence Regulations).
- (e) Refuse storage areas shall be provided and *screened* to enclose all refuse generated from the garden. Refuse areas shall be located as close as practicable to the rear and center of the property. Refuse shall be removed from the site at least once a week.
- (f) Storage areas for tools, fertilizers, equipment, and other material shall be enclosed and located as close as practicable to the rear and center of the property.
- (g) A water meter and hose bibs shall be provided on-site consistent with Chapter 14, Article 2, Division 4 (Landscape Regulations). Irrigation water rates will apply to community gardens.
- (h) Hours of operation shall be limited to the hours between sunrise and sunset.
- (i) The property shall be locked during non-operating hours.
- (j) The *applicant* shall execute and file with the County Recorder a hold harmless and/or indemnification agreement in favor of the City.