



BRUNSWICK CROSSING HOA
c/o IKO Community Management
3416 Olandwood Court, Suite 210
Olney, MD 20832

BRUNSWICK CROSSING HOA
OVERLOOK PARK COMMUNITY GARDEN PLOT RENTAL APPLICATION
2021

Applicant(s) _____

Address _____
(Physical Address Required)

Phone: Home _____ Cell _____
Work _____ Emergency _____

Email Address: _____

Garden Plot Rental Registration:

- Applicants must apply for their desired number of garden plot(s) each year. Only two garden plots will be assigned to one applicant before April 15th of each year. Should there be garden plots left available after April 15th, additional garden plots will be assigned as available.
- Brunswick Crossing Resident Registration will begin January 1st of each year. Renewal Applications will be given priority until March 1st of each year. Garden plots that are not leased after March 15th will be made available to Non-Brunswick Crossing residents.
- Non-Brunswick Crossing Residents Registration Date will begin after March 15th of each year.

Garden Plots Requested (Initial Limit Two (2) Garden Plots per Application):

- # of 40sqft Raised Garden Plots: _____ Indicate # of Additional Plots Interested in After April 15th: _____
 - Brunswick Crossing Residents: \$35ea per year
 - Non-Brunswick Crossing Residents: \$45ea per year
- # of 40sqft At-Grade Garden Plots: _____ Indicate # of Additional Plots Interested in After April 15th: _____
 - Brunswick Crossing Residents: \$25ea per year
 - Non-Brunswick Crossing Residents: \$35ea per year

(One (1) year lease. Payment to be submitted with application. Make checks payable to Brunswick Crossing HOA, Inc.)

Please check one of the following:

- _____ The Applicant is the owner of record and is a Member of the Brunswick Crossing HOA
 _____ The Applicant is not the owner of record but Rents from a Member of the Brunswick Crossing HOA
 _____ The Applicant is NOT a Member of Brunswick Crossing HOA.

Note: Renters must include a copy of the first and signature pages of their lease, showing the property address and owner's signature.

I certify/understand that:

- I have read and will comply with all Rules and Regulations stated in the Brunswick Crossing Homeowners Association, Inc. Overlook Park Community Garden Rules and Regulations.
- Rental fee is due at the time of application and is non-refundable.
- Loitering in the Brunswick Crossing Community Garden is not permissible.
- All plots are the property of the Brunswick Crossing HOA, and are not transferable.

Attachments:

- Brunswick Crossing Homeowner's Association, Overlook Park Community Garden Rules and Regulations
- Brunswick Crossing Homeowner's Association, Waiver and Release of Liability For Use and Rental of the Brunswick Crossing HOA Overlook Park Community Garden Plots

Your signature as Applicant affirms that you have read and understood the Overlook Park Community Rules and Regulations.

Applicant's Signature: _____ Date: _____

Printed Name _____

Please submit this completed application, along with a check payable to Brunswick Crossing HOA, Inc.

Brunswick Crossing HOA, Inc.
c/o IKO Community Management
Attn: Terry Cromwell
Email: BrunswickCrossingManager@ikocommunitymanagement.com
3416 Olandwood Court, Suite 210
Olney, MD 20832
(301) 924-4050 Ext. 304

Approved: _____

Printed Name/Title: _____

Assigned Garden Plot(s): _____

Assigned Garden Lock Combination: _____

**BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION
WAIVER AND RELEASE OF LIABILITY
FOR USE AND RENTAL OF THE BRUNSWICK CROSSING HOA
OVERLOOK PARK COMMUNITY GARDEN PLOTS**

HOMEOWNER: _____

ADDRESS: _____

Select One:

- The homeowner (owner of record) currently occupies the residence.
- The homeowner (owner of record) does not currently occupy the residence, and grants membership rights to the tenants. Copy of the lease is attached.
Date of lease expiration: _____
- The homeowner (owner of record) does not live in the Brunswick Crossing HOA.

THE UNDERSIGNED hereby acknowledges that he/she is an adult (18 years of age or older), is competent to execute this Waiver and Release of Liability for Use of the Brunswick Crossing Overlook Community Garden ("Waiver and Release"), and that he/she has been put on notice that the Brunswick Crossing Homeowners Association, Inc. (the "**Association**") is not responsible for damage to, or theft of, any plantings within leased garden plots in the Brunswick Crossing Overlook Park Community Garden ("BC Community Garden").

THE UNDERSIGNED hereby acknowledges that the Waiver and Release of Liability apply to all members who will be granted access by the Undersigned to use the Brunswick Crossing Overlook Park Community Garden.

THE UNDERSIGNED hereby acknowledges that the approval of the application provides access to the Brunswick Crossing Overlook Park Community Garden only for the use of household residents of the address above and the respective leased garden plot described on the application and may not be loaned or otherwise used to permit access to the facility by persons other than residents of the address, other than the stipulations provided in the "Brunswick Crossing Overlook Park Community Garden Rules and Regulations", and further that violation of this limitation may constitute a violation of this Waiver and Release and may result in the withdrawal of access privileges.

THE UNDERSIGNED intends to use the Brunswick Crossing Overlook Park Community Garden for its intended purpose. The undersigned is further aware of the risks and the responsibilities associated with the use of the Brunswick Crossing Overlook Park Community Garden. The undersigned further agrees to and does hereby assume any and all risks of personal injuries, including, without limitation, death, and damages to property, personal and real, in any way connected to his/her presence in the Brunswick Crossing Overlook Park Community Garden for any reason whatsoever.

THE UNDERSIGNED further acknowledges that he/she is familiar with the rules and regulations of the Association and/or the Brunswick Crossing Overlook Park Community Garden. The undersigned agrees to abide by those rules and regulations whenever using the Brunswick Crossing Overlook Park Community Garden, and to communicate them to other residents of the household who may be granted access.

THE UNDERSIGNED further acknowledges that it is currently anticipated that the Brunswick Crossing Overlook Park Community Garden shall have open access only to be used by the approved applicant/lessee on the application, however, the Association, in its sole discretion, reserves the right to change the manner in which access to the Brunswick Crossing Overlook Park Community Garden is controlled. The undersigned agrees that, in accordance with the Declaration of Covenants, Conditions and Restrictions for the Association, his/her right to use the Brunswick Crossing Overlook Park Community Garden may be suspended for failure to pay assessments and/or abide by the rules and regulations.

NOW THEREFORE, in consideration of the Association's agreement to allow the undersigned to use the Brunswick Crossing Overlook Park Community Garden, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators, hereby waives, releases, and forever discharges the Association, Brunswick Crossing, LLC, Pleasants Development, LLC, IKO Community Management and their respective board of directors, officers, members, managers, agents, employees and contractors, from any and all past, present and future claims, demands, actions, causes of action, suits, litigations, proceedings, rights, damages, costs, losses, expenses, and/or compensation of any kind or nature whatsoever, including, without limitation, claims involving personal injury and/or death, and claims involving damages to property, both personal and real, in any way connected to his/her use of or presence in the Brunswick Crossing Overlook Park Community Garden for any reason whatsoever (collectively, "**Claims**"). The undersigned further agrees, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators, to defend, indemnify and hold the Association, Brunswick Crossing, LLC, Pleasants Development, LLC, IKO Community Management and their respective board of directors, officers, members, managers, agents, employees and contractors, harmless from any and all costs and expenses associated with such Claims, including, without limitation, from all judgments and costs recovered in such Claims, and from all expenses incurred defending such Claims.

IN WITNESS WHEREOF, the Undersigned, by executing below, acknowledges that he/she has read this Waiver and Release and agrees to be bound by its terms and conditions.

Applicants Name (Printed)

Applicants Signature

Date



BRUNSWICK CROSSING HOMEOWNER'S ASSOCIATION

Overlook Park Community Garden Rules and Regulations

Attached to this document:

- ❖ Waiver and Release
- ❖ Community Garden Plot Application

Brunswick Crossing Homeowners Association, Inc. is pleased to be able to offer local gardeners the opportunity to lease garden plots at Brunswick Crossing! The community garden is located in the Brunswick Crossing Overlook Park and was constructed to provide both Brunswick Crossing HOA Members and Non-Members a convenient place to have a personal garden ("Community Gardens" or "Community Garden Plot").

Community gardening is a great way to bring a community together by working together! Contact the Garden Committee or HOA Manager for guideline clarifications, garden plot delineation(s) or any other questions. Garden Committee Volunteers will check plots regularly to encourage productive use by participants.

In the spirit of cooperation, all gardeners shall treat the garden, other gardeners, neighbors, and visitors with respect and consideration.

The following rules and regulations shall be adhered to by all Community Garden Plot Lessees ("Gardener" or "Lessee"):

Administrative Rules

1. Community Garden Plots are rented "as-is" (current condition). Brunswick Crossing HOA does not perform annual tilling.
2. Applicants must apply for a garden plot each year. Consideration for renewal applications will be given priority each year. This is to allow applicants to rent the same garden plots from year to year if they choose. Renewal applicants will be permitted to select from vacant plots if they choose not to renew the same plot.
3. All plots are the property of the Brunswick Crossing HOA, and are not transferable. Fees will not be refunded or pro-rated. Plots that are given up or are revoked for cause will be returned to the Brunswick Crossing HOA for re-assignment. Gardeners may not give or offer their plot to others.
4. To receive important information and updates, Gardeners must maintain a current email address and phone number on file with the Brunswick Crossing HOA. Changes should be sent to the Community Garden Committee Chair or HOA Manager. If Gardeners do not have an email address, they must make arrangements to check the website on a regular basis.

Gardening Rules

5. Garden hours: Dawn – 9:00 p.m.
6. All gardens are subject to regular inspections. Failure to abide by any of the rules set out in these Rules and Regulations will result in the loss of your plot. If a garden plot is not in compliance with the Brunswick Crossing Overlook Park Community Garden Rules and Regulations, notification will be sent by email. A follow-up inspection will be performed 2 weeks after the email notice. **If the plot is still not in compliance, it will be revoked and returned to the Brunswick Crossing HOA for re-assignment. All fees will be forfeited.**
7. Gardeners are required to contribute 8 hours of service to the garden each year. The Community Garden Committee Members ("Garden Volunteers") are authorized to identify tasks that meet the service-hour requirement. They will inform you which tasks meet the requirements for your garden. Examples of eligible tasks include: participating in community work days, weeding/maintaining common areas/fence lines/paths, picking up the garden trash, organizing garden events, helping with other's plots when needed. Please consult your Garden Volunteers to learn how you can meet the service requirement.

8. Water will be available from early April until October. If you need water outside this period, you must provide it.
9. Water conservation must be practiced at all times. Water plants deeply by soaking the ground at the roots rather than lightly sprinkling other parts of the plants. Watering deeply promotes the growth of strong healthy root systems while conserving water. Light frequent sprinkling of water on leaves and branches wastes water as most of the water is evaporated before it reaches the plants root system. Gardeners must be present when watering. Do NOT leave water running unattended. Watering by hose connection should be limited to 15 minutes when others are waiting to water.
10. No open containers of water are allowed. They are a health hazard that provides breeding areas for mosquitos, and can spread disease. All containers must be stored so that they do not collect water. If you must store water in your plot, containers must be kept covered and sealed tightly when not in use. Uncovered water will be dumped out, and repeated violations may result in losing your plot. Hoarding water is not allowed.
11. Gardeners are required, at all times, to maintain their plots, adjacent paths, and adjacent interior and exterior fence lines by weeding, mulching, etc. You must work in your plot at least once every week to keep up with weeding, cultivating, watering, and harvesting. If you are away or not able to keep up with maintenance tasks, please notify your Garden Volunteers immediately. They will try to arrange temporary help for you.
12. Garden paths must be kept open and clear of all items—no tools, wheel barrows, or garden debris may be stored or left on the garden paths. Items left in the paths will be removed.
13. Gardeners are responsible for keeping garden gates and shed door closed and locked. Visitors are not permitted in the garden unless accompanied by a current Lessee. Combinations to the garden locks shall not be shared.
14. By April 1st, Gardeners must begin work on their plots including weeding, cultivation, and soil amendment such as compost, peat moss, and landscape mulch (see organic practices below). By June 1st, the majority of the plot space must be planted. A Lessee will forfeit garden plots that are left unplanted after June 1st. During the gardening season, dead plants and those that have stopped producing should be removed in a timely manner. By November 1st, Gardeners must remove weeds, dead plants and summer garden debris from plots. Fall/winter vegetables and cover crops should remain in the plot. If your plot is not cleared or in compliance by November 15th, your plot will not be renewed the following year.
15. Organic practices with an emphasis on good sanitation are required in all parts of the community garden. Any soil amendments shall be organic. Sanitation practices include handpicking pests, using row covers, pruning or digging out diseased plants, and physically removing weeds. Insect, disease, and weed control products must be OMR I-listed and herbicides labeled as OMR I-listed or organic can be used in the community garden.
 - a. For information on organic weed control products see:
<https://www.thespruce.com/what-you-need-to-know-about-organic-weed-killers-2153104>
 - b. For organic insect and disease control products see:
<http://wci.colostate.edu/Assets/pdf/OrganicPesticides.pdf>
16. To manage weeds and pests, improve the soil, and maintain the garden's appearance, mulch is strongly recommended. Carpet, stone, and sod mulch are not allowed.
17. Invasive plants are not allowed in the garden. Information about invasive plants in Maryland can be found at <http://www.montgomeryparks.org/caring-for-our-parks/natural-spaces/weed-warriors/>. Aggressive plants like mint, lemon balm, and similar plants must be grown in above-ground containers, and must not be allowed to establish themselves in the ground.
18. Gardeners MAY NOT shade other plots with plants or plant structures. Tall plants should only be planted in the center of the plot or where they will not shade neighboring plots. Plants or structures that do not meet this standard will be removed. Maximum height of plants should not exceed four feet (4ft). Planting of trees and large shrubs is discouraged, but requests will be reviewed on an individual basis.
19. Lessees will keep their garden plot planted or well-mulched at all times.
20. If application of chemicals is necessary in or around the garden, the Brunswick Crossing HOA is responsible for notifying Gardeners 48 hours in advance. Chemicals will be applied in accordance with Maryland Department of Agriculture guidelines by certified/registered applicators and, for health and safety reasons, may result in the temporary closure of the entire garden.
21. Littering and dumping are forbidden. Community Gardens are trash free, carry-in and carry-out facilities. All trash must be removed from the site and disposed by Gardeners. Only plant waste is allowed in the garden debris/compost bin areas. No burlap, plastic, or paper materials are allowed in the debris pile. Non-plant materials left in the plant debris area can result in suspension of compost deliveries for the entire garden.

22. No stealing of anything is permitted. Should it become known that you have taken anything (i.e. vegetables, tools, hose, plants or any other items) you will lose your plot immediately and monetary restitution will be required as appropriate.
23. Vandalism and other damage within the garden should be reported to the HOA immediately. Any Gardener responsible will lose their plot and monetary restitution will be required as appropriate. Help discourage vandalism and theft by questioning unfamiliar faces.

Fencing, Stakes, and Structure Rules

24. Plot markers must be upright and visible at all times. Gardeners shall not relocate any plot markers. Plot markers are not to be used as fencing material, plant structures, or watering can holders. All plot sizes are approximate and variation in size and shape from plot to plot within each garden is normal.
25. Encroachment into paths or other garden plots is not permitted. Gardeners must store all tools, wheel barrows, and other items inside their plot. Nothing can be stored in the garden paths. Obstacles left in the paths will be removed. Please be considerate of plant size and planting locations so plantings do not encroach into adjacent garden plots or paths.
26. No structures of any kind, unless specifically stated herein, may be built without written approval by the Brunswick Crossing HOA. All requests should be directed to the Community Garden Committee
27. The deer fence may not be used as a trellis or plant support, and should be kept free of weeds. Plants attached to the deer fence should be removed immediately by the Gardener.
28. Fences up to 3 feet high may be installed in your garden inside the plot boundaries. The materials must be neutral in color (black, grey, green, silver are acceptable; red, yellow, orange are not allowed), and must not create tripping or other safety hazards. Fences must be kept weeded at all times. The Community Garden Committee reserves the right to remove fences that are unsightly or negatively affect Gardeners or other plots. Removal will be at the Gardener's expense. Requests for higher fences should be sent to the Community Garden Committee, and will be reviewed on a case-by-case basis.
29. Gardeners are not allowed to trap animals (ground hogs, raccoons, rabbits, etc.) in the Community Gardens at any time. Animal and pest problems should be reported to the Community Garden Committee.

Getting Along and Courtesy in the Gardens

30. Respect your fellow gardeners and the Community Garden Volunteers. If you have concerns about another Gardener's plot or practices, please respectfully discuss the issue with that Gardener. If you are unable to solve the issue, please contact your Community Garden Committee or the Brunswick Crossing HOA for assistance. Personal attacks or harassment will not be tolerated in any form.
31. No pets are allowed within the community garden fence.
32. Children are welcome in the garden, but must be accompanied by a Gardener and must be supervised at all times.
33. The Community Garden is an alcohol and smoking free area. Playing of loud music or radios is not allowed in the community garden area.
34. All personal items should be marked with your plot number. Gardeners are not permitted to use or borrow anything without permission of the owner. Gardeners should not enter others' plots without specific permission. Taking produce or personal items is a violation that can result in the immediate loss of your plot.
35. Complimentary gardening tools and gardening items may be available in the garden shed. If these tools or items are borrowed, they should be returned to the tool shed after each use daily. Complimentary gardening tools should remain within the Community Gardens at all times. All borrowed items must be returned in the same condition as borrowed or be replaced.
36. These Rules and Regulations are subject to annual review and revision.