

Candlewick Lake Dog Park Rules and Regulations

1. Purpose: The Candlewick Lake Dog Park (the “Dog Park”), as identified by the Board, has been developed to give Members a place where the dogs of Residents can run free. For everyone’s safety and enjoyment, you and your dog(s) are required to adhere to the following **rules and** regulations while visiting the Dog Park.
2. Rules and Regulations:
 - 2.1 Use of the Dog Park is prohibited unless the Resident using the Dog Park has purchased the required tag (the “Tag”) and key.
 - 2.2 Before you can purchase a Tag and key, you will need to show proof that your dog’s rabies vaccination is up to date by providing a copy of current vaccination. In addition, dogs must be healthy, free of contagious conditions, diseases and parasites.
 - 2.3 Residents will pay \$25 key deposit and \$10/dog/year for a Tag. Fees are based on a **fiscal** year (May 1-April 30), and not when the Tag is purchased. ***There will be a \$5 replacement fee for lost tags.***
 - 2.4 **Guest dog tags can be purchased for \$10.00/dog. The resident must register the dog at the Rec Center – they must have a copy of current rabies vaccination for the dog(s) and the resident must provide a copy of homeowners or renters insurance.**
 - 2.5 Residents purchasing tags must read the Dog Park Rules and Regulations (collectively the “Dog Park Rules”) and agree in writing that they understand and assume all responsibility for the risk associated with using this facility.
 - 2.6 Tags may be revoked and/or fines charged for non-adherence to the Dog Park Rules, and/or if the Resident is not in good standing with the Association.
 - 2.7 The Dog Park is divided into two areas: one area is for dogs weighing 25 lbs and under; and the other area is for all dogs.
 - 2.8 Dog park hours are from 6:00 a.m. until 8:00 p.m. or dusk, whichever is later. The Association reserves the right to change, at any time, the times and days the Dog Park is open.
3. Usage Rules:
 - 3.1 Use of the Dog Park is restricted only to members and their dogs that have been issued proper, valid, and current tags/key. Use of the Dog Park by those that do not have a current Tag/key is prohibited, although more than one person may be present for each dog.
 - 3.2 Uses of the Dog Park for anything other than personal/residential use of the Dog Park with a dog with a valid Tag is prohibited, including but not limited to dog training classes, solicitation of dogs, and other similar uses.
 - 3.3 Dogs must be under control and in the sight of the user at all times. The user shall be and remain responsible for the behavior of the user’s dog(s).

- 3.4 If a user's dog is aggressive, the user must leash the dog. Said leash shall not exceed seven feet in length. The user agrees that the user will address any aggressive behavior before it escalates. If the dog is still aggressive after reasonable steps have been timely taken, the user agrees to remove the user's dog(s) promptly. ***If aggressive dog owner refuses to remove aggressive dog it is the right of other dog owners to call Public Safety. Public Safety will use their discretion to rectify the situation.***
- 3.5 Candlewick Lake reserves the right, at any time, with or without written notice, to refuse to issue, and/or revoke the Tags of dogs displaying aggression or intimidating behavior towards other dogs or people. No refunds will be given for revoked Tags. Candlewick Lake ***Rec Manager is*** hereby empowered to make these decisions in their discretion.
- 3.6 Registration and rabies tags must be worn on all dog collars and visible at all times when using the Dog Park.
- 3.7 In the event of a dog bite or other injury, each user who is involved, either on their own or through their dog(s), shall exchange Tag and other reasonably-required information such ***as*** a name, telephone number, and address.
- 3.8 By their use of the Dog Park, users stipulate and agree that they know and understand that not all dogs like other dogs. Users agree to research methods to help understand dog behavior and socialization as needed. Users also acknowledge by their use of the Dog Park that some dogs growl when they play with other dogs, and thus just because one dog is growling does not mean that it is necessarily being aggressive.
- 3.9 Absolutely no food is allowed to be brought into the Dog Park, including but not limited to dog treats. All dogs have great sniffers and can become aggressive ***even*** when food is in a pocket.
- 3.10 The maximum number of dogs that any one user may bring to the Dog Park at the same time is four.
- 3.11 Users must carry a leash and a cleanup bag at all times when using the Dog Park. Users are required to immediately pick up after their dog(s). All dog waste must be disposed of properly in onsite refuse containers if available. If such containers are not onsite and able to be used, the user shall dispose of the waste in a proper manner offsite, for it shall not be an excuse that the Association containers are not onsite and able to be used. Users are encouraged to clean up the waste of others if they see one to help keep the area clean.
- 3.12 All objects used for dogs such as tennis balls, frisbees, and other dog toys must be removed when leaving the Dog Park. The Association reserves the right to discard any such objects left at the Dog Park.
- 3.13 Users must be 16 years of age or older. Users between the ages of 11 and ***15*** must be accompanied by an adult. Children age 10 and under are not allowed at the

Dog Park. Users hereby acknowledge, by their use of the Dog Park, that the restriction of Children age 10 and under is for their own protection.

- 3.14 Male dogs must be neutered. Female dogs in heat are not allowed inside the Dog Park. No dogs under 6 months of age are allowed.
- 3.15 Smoking and/or consumption of alcohol beverages are both strictly prohibited.
- 3.16 Non-member dogs are not allowed in the Dog Park. Users allowing non-member dogs into the dog park may have their Tags revoked.
- 3.17 Users are discouraged from allowing their dogs from standing at or near the gate as people are trying to enter. Users agree to not enter if another dog is at the gate unattended.

4 Additional Provisions:

- 4.1 All users of the Dog Park, by virtue of their use thereof, acknowledge their notice that the Dog Park is not supervised, and that use is at the user's own risk. To the fullest extent allowed by law, users of the Dog Park, by virtue of their use thereof, stipulate and agree that Candlewick Lake Association is not responsible for injury or damage to any user, dog, animal, or other property, and waive any and all claims they may have against Candlewick Lake Association (including employees, officers, directors, and agents thereof) related to the use of the Dog Park.
- 4.2 Nothing contained herein shall be construed to limit, alter, or otherwise restrict the applicability of other rules, regulations, and restrictions on pets in Candlewick Lake.
- 4.3 The Association reserves the right to, at any time, amend these Rules and Regulations, close (temporarily and/or permanently) the Dog Park, and impose additional rules and regulations. In such event or events, there shall be no redress or compensation to anyone as a result of such event or events, including but not limited to those persons that have purchased tags.
- 4.4 In the event one or more provisions contained herein is now or in the future violates any applicable rule, regulation, statute, law, or other applicable provision of the law, said provision(s) shall be automatically amended to the least extent possible to bring said provision(s) into compliance with the law. In the event a person that has been issued a Tag is aware (or believes) that of a provision contained herein violates the law, it is the responsibility of said person to timely notify the Association of such knowledge or belief as a pre-condition to any request for redress due to such actual or alleged violation.