

2024 MEMBERSHIP RENEWAL APPLICATION

Tier 2 - Active Member with Assigned Dock Space

**** Membership application, payment, copy of boat/watercraft registration and signed Dock Space Assignment Acknowledgement of Agreement are due by May 15. ****

Note: This application is for an applicant who owns property within the 400-acre tract from Birch Road to Bridge Road in Woodgate, NY and has been assigned a dock space. The owner named on the property deed **must** complete this application.

Name(s) of Property Owner(s) _____

Woodgate Property Address (Number and Road) _____

Mailing Address _____
(Street or PO Box, City, State and Zip Code)

Phone Number _____ Email Address _____

Dock Space Number/Location _____

Boat/Watercraft (Registration #, Make, Model and Year) _____

Do you rent your property? Yes ___ No ___

(This information will be used to educate and better serve our members who rent their properties.)

Would you like to serve on the Board? Yes ___ No ___

Would you like to help with the Beach Party? Yes ___ No ___

Membership Dues \$ 150.00 (A beach lanyard will be mailed to you.)

Dock Space Fee \$ 150.00

Amount Due \$ 300.00

Donation for Beach Maintenance \$ _____

Donation for Boat Launch Maintenance \$ _____

Total Payment \$ _____

Payment can be made through PayPal using the link on the WLSA's website (www.wlsassoc.org) or by check payable to the White Lake Shores Association, Inc. This application, copy of the boat/watercraft registration and signed Dock Space Assignment Acknowledgement of Agreement can either be emailed to whitelakeassoc@gmail.com or sent, along with a check, by postal mail to PO Box 4894, Utica, NY 13504.

By signing this application, you agree to abide by the Bylaws of the White Lake Shores Association, Inc. The Bylaws are posted on our website (www.wlsassoc.org).

Signature of Property Owner _____ Date _____

To be completed by WLSA only.

Date Received _____ Amount Received _____ Ck. Number _____ Date Lanyard Mailed _____

Beach Lanyard Program

A property owner within the 400-acre tract in Woodgate, NY has the deeded right to cross the lands owned and maintained by the White Lake Shores Association, Inc. (WLSA) to access White Lake; however, a lanyard with a membership card (“beach lanyard”) is required for you, your family members or your guests to use the WLSA’s beaches for sunbathing and other legitimate reasons pursuant to the WLSA’s Bylaws and beach rules.

To obtain a beach lanyard, send the completed membership application (Page 1) and dues payment to the WLSA either electronically or via postal mail. Upon acceptance of your application and payment, a beach lanyard unique for this year will be **mailed** to you. Please allow a minimum of two weeks after we receive your application and payment for processing and delivery.

Dock Space Assignment Acknowledgement of Agreement

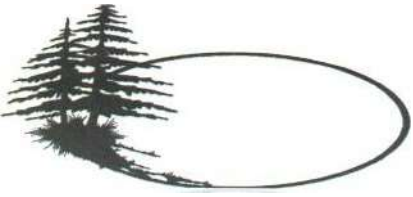
The signed Dock Space Assignment Acknowledgement of Agreement (Page 3) **must** be submitted with the completed membership application.

Boat/Watercraft Registration

A copy of the member’s motorized boat/watercraft registration **must** be submitted with the completed membership application.

Donations

Donations are being accepted for beach maintenance and boat launch maintenance. All donations are appreciated.



WHITE LAKE SHORES ASSOCIATION INC.

DOCK SPACE ASSIGNMENT ACKNOWLEDGEMENT OF AGREEMENT

The Dock Space Assignment Acknowledgement of Agreement form MUST accompany your Tier 2 - Active Member with Assigned Dock Space Membership Application to be approved and/or renew your membership in good standing.

With the settlement of the lawsuit in September 2020 and a signed court order, it has clearly re-established the rights of the White Lake Shores Association, Inc. to manage all the properties of which it has dominion and control over, inclusive of where the dock spaces are located.

DOCK SPACE ASSIGNMENT ACKNOWLEDGEMENT OF AGREEMENT

I acknowledge that I have received a copy of the policy and procedures outlined within this document and that a copy of the by-laws in its entirety can be obtained and reviewed via the website at www.wlsassoc.org, which describes important information about the White Lake Shores Association, Inc. I understand that I can contact the Board of Directors if I have any questions about said policies, procedures, and by-laws.

I have entered into membership with the White Lake Shores Association, Inc. voluntarily and acknowledge that it is for no specified length of time. Accordingly, either I or the White Lake Shores Association, Inc. may terminate the membership at will, with or without cause, at any time. I understand that neither this document nor any other White Lake Shores Association, Inc. policy, practice, or procedure is intended to provide any contractual obligations related to continued membership.

Since the information and policies described here and within the by-laws document in its entirety are subject to change, I acknowledge that revisions may occur. I understand that the White Lake Shores Association, Inc. may change, modify, suspend, interpret or cancel, in whole or in part, any of the published or unpublished policies and procedures, with or without notice, at its sole discretion, without giving cause or justification to its members. Such revised information may supersede, modify, or eliminate existing policies. The White Lake Shores Association, Inc. shall have sole authority to add, delete, or adopt revisions.

I acknowledge and agree that I have read, understand and will comply with the policies contained within this document and the by-laws in its entirety and any revisions, that I am bound by the provisions contained therein, and that my continued membership is contingent upon following those policies and by-laws.

The by-laws referenced pertaining to this document are as follows:

Pursuant to Article 3 Section 1 A.2 of the By-Laws: Active Members with use of Dock Space, Pursuant to Article 3 Section 3.C of the By-Laws: Docks, and Article 3 Section 3.A: Revocation/Denial of Membership

Member's Signature

Date

Print Name

Pursuant to Article 3 Section 1 A.2 of the By-Laws: Active Members with use of Dock Space

Active Members with use of Dock Space of the White Lake Association, Inc. shall consist of those persons or organizations that own property with the right of ingress and egress to the shoreline over land owned by the White Lake Shores Association, Inc. as specifically stated in their property deed. Additionally, an active member with dock space which has been granted the use of one side of an assigned dock space as determined by the Dock Committee of this Association. This tier of membership may be subject to additional membership fees as determined by this Association. All dues will be reviewed annually by the 15th of March to access the membership fee. Active membership shall continue during the period that such members pay his/her dues and complies with these by-laws and amendments thereof. Active Members with Dock Space are also referred to as "Members in Good Standing".

Pursuant to Article 3 Section 3.C of the By-Laws: Docks

- 1 The Association reserves the right to allow active "members in good standing" to maintain a dock if space is available.
- 2 ***The Association reserves the right to assign dock space.***
- 3 Active members in good standing must apply in writing for a dock assignment by means of a Dock Application. Once assigned, active members in good standing must renew annually by submitting a dock renewal form along with a ***Tier 2 Membership Application and a copy of their motorized watercraft registration.***
- 4 No one has the right to build a new dock without the written permission of the Association and no dock built or rebuilt off Association property should be bigger than 3 feet wide and 25 feet long.
- 5 ***All active members assigned a dock space shall be responsible to maintain their dock and dock area in a good and safe condition.*** In the event any member fails to do so, the Association reserves the right to take all reasonable and necessary actions to keep the dock and dock area in good and safe condition, but the Association will not be required to do so, and in no event shall the Association's failure to take action be construed to impose any liability upon the Association. The Association will try to contact the user(s) of the dock to inform them of any decision of the Association.
- 6 The Association reserves the right to review the policy in regard to docks, as space is limited.
- 7 Each person assigned dock space should maintain adequate liability on their personal motorized watercraft.
- 8 ***All motorized watercraft that is moored at the assigned dock space of a member in good standing must be registered to the deeded property owner.***
- 9 ***Dock space will be assigned and shared by two (2) members in good standing as assigned by the Dock Committee.***
- 10 Any member in good standing that has been granted dock space must notify the Dock Committee of any problems or issues associated with said dock space via written correspondence.
- 11 ***Any member in good standing that has been granted the personal use of dock space shall not give, sell, lease, rent, or transfer ownership of any assigned or unassigned dock space.***
- 12 Any member in good standing who has been granted dock space shall notify the Dock Committee in writing that the space is no longer needed or the member no longer has a personal motorized watercraft or of the sale of their property within the 400- acre tract.
- 13 It is the recommendation that any repairs associated with the assigned dock space be shared by both members in good standing that are utilizing the dock spaces.
- 14 ***All personal motorized watercraft must be stream cleaned prior to launch into White Lake.***

Article 3 Section 3.A: Revocation/Denial of Membership

If the Board of Directors determines that there will be revocation of membership or the Board of Directors determines not to accept the dues submitted by an applicant, the Board of Directors may take the following action upon majority vote:

1. Reject any dues.
2. Revoke any voting privileges.
3. **Revoke the use of any dock space that was granted to that member.**
4. **Remove any dock materials from the dock location, which was previously assigned to that member, if that member was the personal owner of the dock materials. The dock materials will then be returned to the revoked member or unapproved applicant in the best condition possible post removal.**
5. Refusal to accept future payments of any member who was previously revoked or any applicant that was disapproved provided there was a majority vote by the Board of Directors.
6. Revocation of a revoked member continues until such time as the Board of Directors votes to lift the revocation. The applicant or member will be sent a letter by regular mail and by certified mail stating what the problem or prohibition or the infraction is. Said letter will give the member or applicant an opportunity to come before the Board and to address the concerns as stated in the letter. Thereafter, the Board will vote again on what action to take and then will notify the member or applicant by mail (regular and certified) of the final decision.

If you are a Member in Good Standing and within compliance guidelines, we thank you!

If you choose not to agree and/or comply with the information contained within this document and the by-laws within its entirety, the renewal of your membership application would be denied and the associated dock space assignment revoked. Should resolution be obtained post revocation, you would be welcome to reapply for membership with the White Lake Shores Association, Inc.; and, if accepted, you would be required to complete a Dock Space Application and placed on the current waitlist. Prior to application acceptance, you would be financially responsible for the cost of dock removal and any legal fees associated with this event.