

Five Lakes Lanes Association

By-Laws

Version June 2026

1. Article 1: Definitions

1.1. **Association** refers to the “Five Lakes Lanes Association Inc.”

1.2. **Corporation** refers to the incorporated entity known as “Five Lakes Lanes Association Inc.”

1.3. **Lanes** refer to Meredith Lane, Buffy Lane, Old 14 Island Lane / New Island View Lane, Little John Lane, Old Mine Lane, Sigsworth Lane and Mink Trap Lane, these being access roads not assumed by the Township of South Frontenac.

1.4. **Board** refers to the seven Directors elected by the Members in Good Standing.

1.5. **Officers** refer to the five Directors holding the positions of President, Vice-President, Secretary, Treasurer and Lane Manager.

1.6. **Maintenance** refers to the upkeep and improvement of Meredith Lane.

1.7. **Snow Clearing** refers to ploughing and sanding the Lanes.

1.8. **Member** refers to any person owning property adjacent to any of the Lanes and/or accessing their property via a Lane.

1.9. **‘Member in Good Standing’** refers to a member not in arrears by more than 60 days.

1.10. **‘Member Not in Good Standing’** refers to a member in arrears by more than 60 days.

2. Article II: Purpose

2.1. The Association provides year round passage to Member’s properties. Further, to protect the environment, and to promote and preserve community.

2.2. The Association manages the activities related to Meredith Lane Maintenance and Lanes Snow Clearing through a Board of Directors.

2.3. The Association collects fees from the Members to fund the Maintenance and Snow Clearing activities.

2.4. The Association maintains and improves the overall quality of Meredith Lane and Snow Clearing on the Lanes on a 'best efforts' basis, subject to the limitations imposed by the availability of funds to carry out the work.

2.5. The Association, through the Board of Directors, may hire contractors to carry out Maintenance and Snow Clearing activities.

2.6. The Association will follow the South Frontenac Lane specifications.

2.7. The Association Members agree that any of their employees, guests, or invitees shall not be permitted to allow vehicles or other potential obstructions to be placed on the Lanes in a manner that could block or otherwise interrupt use of the Lanes.

3. Article III: Members

3.1. Any person owning one or more properties or who accesses their property on a Lane is deemed to be a Member.

3.2. Members in 'Good Standing' are entitled to one vote. Members who pay dues for more than one property are entitled to one vote per property for which they pay dues as per the "Fees Policy Document".

3.3. Members are required to ensure fees are paid within 30 days after receipt of Notice from the Board.

3.4. Members have the right and obligation to communicate their suggestions and concerns to the Board in writing.

4. Article IV: Insurance

4.1. The Board shall obtain and maintain, a policy of liability insurance for the benefit and protection of the Association Directors and all 'Members In Good Standing'.

4.2. Such insurance shall be maintained as follows: Third Party Bodily Injury, Property Damage and Directors and Officers Liability.

4.3. The Board will maintain an annual membership to FOCA (Federation of Ontario Cottagers' Associations) in order to reduce insurance costs and to provide other FOCA benefits to all Members.

5. Article V: The Board

5.1. The Board manages the affairs of the Association as per Article II "Purpose".

5.2. The Board consists of seven Directors elected annually for a term of one year.

5.3. Directors may be re-elected without limits.

5.4. The Association will vote to elect the five Officers for their specific positions and two additional Board members for a total of seven.

5.5. The Five Officers shall be President, Vice President, Secretary, Treasurer and Road Manager.

5.6. The Officers will have signing authority for cheques and contracts on behalf of the Association.

5.7. The Officers will also serve as the Directors of the Corporation.

5.8. The Directors are all volunteers drawn from the community, and will not receive compensation either directly or indirectly, unless explicitly approved by the Members in Good Standing.

5.9. The Directors may receive reimbursement of expenses incurred in the performance of their duties.

5.10. The Board may request and delegate specific duties to Members in Good Standing.

5.11. The Board is obligated to communicate all business of the Association in a forthright and transparent manner.

5.12. A majority of the Board shall constitute a quorum at a Board meeting.

5.13. Votes will be determined by a simple majority with the President voting last. In the case of a tie, the motion will be defeated.

5.14. Upon the exit of an Officer, the Board will designate a replacement from the existing Board members.

5.15. A Board member can be removed from their position through a 2/3 vote at an Association Meeting.

6. Article VI: Duties of the Directors

6.1. President

6.1.1. Provides oversight and leadership to the Board and Association.

6.1.2. Chairs the board meetings and AGM unless delegated.

6.1.3. Ensures obligations to insurance companies and government agencies are met.

6.2. Vice-president

6.2.1. Assumes role of President when necessary.

6.3. Secretary

6.3.1. Prepares, preserves and distributes notices of meetings, agendas and minutes, of all meetings.

6.3.2. Maintains the list of Members and their contact information.

6.3.3. Records attendees at meetings.

6.3.4. Facilitates communication among Members.

6.4. Treasurer

6.4.1. Maintains the bank accounts.

6.4.2. Ensures all funds are deposited into the bank accounts.

6.4.3. Ensures payment of all expenses.

6.4.4. Maintains a record of all fees collected and all disbursements.

6.4.5. Issues invoices to the Members as required.

6.4.6. Prepares annual financial statements.

6.4.7. Prepares and tracks the budget for the Association.

6.5. Road Manager

6.5.1. Oversees the Maintenance of Meredith Lane and Snow Clearing of the Lanes.

6.5.2. Recommends areas of the Lanes to be addressed.

6.5.3. Solicits input from the Members in Good Standing to plan annual maintenance activities.

6.5.4. Arranges contracts for Lane Maintenance and Snow Clearing, approved by the board and ensure the work is carried out as contracted.

6.5.5. Is the primary interface to contractors on behalf of the Association.

6.5.6. Ensures signage is kept updated.

6.5.7. Acts as the Board liaison with the Lane Representatives.

7. Article VII: Meetings

7.1. The Board will convene an AGM once per calendar year before June 30th.

7.2. Special Association meetings may be called by the Board of Directors or at the request of 25% of Members in Good Standing.

7.3. A quorum is established if at least 25 percent of Members in Good Standing are present. Proxy votes will be counted as part of the quorum. If a quorum is not present, no motions may be passed.

7.4. The Board will prepare an agenda and circulate it at least 3 weeks prior to any Association Meeting including the AGM. The AGM agenda will include at minimum, a presentation of the annual financial statements, a budget for the coming year, approval of Fees Policy Document and an election of a new Board.

8. Article VIII: Voting

8.1. Members in Good Standing are entitled to one vote per lot paid for regardless of number of lots owned. A Member in Good Standing has one vote per property on which fees are paid.

8.2. In the event the lot is owned by more than one person, one of the common landholders must be designated as the Member / voter.

8.3. A simple majority of the quorum is required to pass a motion. A 2/3 majority of a meeting quorum is required to amend the By-Laws.

8.4. Voting method will be at the discretion of the Members, established at the time of the vote, through show of hands or secret ballot, tabulated and recorded by the secretary. When deemed necessary by the Board, roll call votes can be taken.

9. Article IX: Fees

9.1. The Board will make Fee recommendations through the Annual Budget at the AGM.

9.2. Fees are determined by Approved Budget divided by number of current Members.

9.3. Notice of dues payable will be sent to each Member directly after the AGM payable within 30 days. If unpaid after 30 days a reminder notice will be sent. If unpaid after 60 days members will receive a notice to cure from the Board and will be deemed 'Not in Good Standing'. If unpaid after 90 days a notice of pending legal action will be sent to the landholder and proceedings may begin.

9.4. Payment of Dues may be paid in one installment or paid in two installments due July 31 and October 30. Installment amounts will be determined by the Members through the Fees Policy Document.

9.5. After 60 days in arrears, an interest charge, at the discretion of the Board, may be charged monthly for each 30 days overdue.

9.6. A Member may contact the Board to request a different payment arrangement. The board will discuss and make arrangements as the situation warrants.

10. Article X: Finances

10.1. The funds collected will be deposited into the appropriate accounts at a major financial institution in Ontario.

10.2. These accounts will require the signature of the Treasurer and one other Officer for payment of expenses.

10.3. The fiscal year of this association shall extend from June 1st to May 31st.

10.4. At the beginning of each fiscal year the Treasurer shall prepare a budget of estimated income and expenditures for the year. Once approved by the Membership, the budget shall stand as the limit of expenditures for the respective line items.

10.5. A contingency fund will be maintained that can be used as deemed necessary by action of the Board.

11. Article XI: Damages

11.1 Lane damages to Meredith Lane is defined as any and all damage to the lane to be found to be attributed to a property owner(s) either in person or caused by guests or individuals being directed by the owner(s).

11.2 The costs to repair the lane damage will be bourn by the lot owner(s) in question.

11.3 Lot Owners must communicate all upcoming property work that may be lane affecting to the 5LLA Lanes Manager and the respective Lane Representative for any feeder lanes in advance so that proper damage avoidance procedures can be discussed and put in place by the Lot Owner and Individual being instructed by the Lot Owner. This communication will also be used to notify community residents of any lane disruptions.

12. Article XII: Annual General Meeting Attendance/Proxy Voting

12.1 In situations whereby members cannot physically attend general meetings, Members can in writing, reach out to the 5LLA Executive to request meeting remote access to be provided. The member should provide the reason for the request. If the meeting request is deemed reasonable, the executive will setup the e-meeting for the individual to attend.

12.2 Proxy Voting will be allowed but limited to one proxy vote per voting member attending.