

BYLAWS OF SAMPSON ROAD ASSOCIATION, INC.
(aka Sampson Ridge Road Association, Inc.)

I. NAME

The Sampson Road Association, Inc., is a nonprofit Colorado Corporation. (Also known as Sampson Ridge Road Association, Inc.)

II. PURPOSE

The Association shall own the right to use the Road¹ on behalf of and in trust for its Members and shall have the responsibility for the maintenance and improvements to the Road. The **Association** shall also be responsible for the assessment, collection and dispersal of the funds necessary to accomplish and administer these purposes. The **Association** will provide an open forum for communication and community action for its Members.

The Road is a private road and exists solely for use of the Landowners, their invitees, and their guests. No public access is permitted.

III. MEMBERSHIP

Each Landowner whose property has access to the Road shall have the right to become a Member. Those Members on whose property the Road crosses must convey the access right appurtenant to their land to the **Association** as described in Exhibit G attached to the Court's Order recorded at reception number 86134079 with the Jefferson County Clerk and Recorder. Any Landowner who has an alternate access and chooses not to use Sampson Road must agree not to use Sampson Road in writing and must put up a permanent barrier across all the parcel's entrances.

Each Landowner shall be a Member of the **Association** upon his or her declaring such or exercising the right to vote at a duly called meeting of the **Association**. However, any Landowner who states at a meeting or in writing to the Board of Directors that he or she is not a member of the **Association** shall cease to be a Member. Such declared nonmember who desires to be restored as Member must request such change in status in writing. Such request will be acted upon at the next General Meeting of the membership. Membership shall be restored only for good cause. Only one restored membership shall be allowed per Landowner. Such restoration shall be effective at the next General Meeting.

The **Association** will be comprised of two classes of Members as follows:

Improved Landowners - Are those Landowners on whose property there is a permanent, inhabitable dwelling or activity clearly directed toward placement of a residence. The residing in a temporary house structure or mobile home/trailer is deemed an improved Landowner.

Unimproved Landowners - Are those Landowners who have no permanent, inhabitable dwelling on their property.

IV. OFFICERS AND DIRECTORS

1. (a) The Officers shall consist of a President, Alternate President, Treasurer and Secretary.
- (b) The Board of Directors will also serve as the Officers of the **Association**.
- (c) The Directors and Alternate must all be Members of good standing.
- (d) An officer may serve only two (2) years in succession in any one office.

PRESIDENT: Serves for one year. Elected if there is no Alternate to assume the post.

- Presides over all meetings
- Responsible for the agenda for all **Association** meetings.
- Represents the **Association** in public and private encounters.

TREASURER: Elected for one year

- Responsible for all financial activities including billing
- Collection of dues and assessments
- Payment of accounts
- Maintain necessary records
- Provide records for audit committee.

ALTERNATE TREASURER: Elected for one year

- Supports the treasurer and trains to assume next year's treasurer's position

SECRETARY: Elected for one year.

- Responsible for recording and maintaining all minutes and non-financial records
- Notify the Members of all meetings at least 30 days in advance.
- Send a copy of the minutes and Treasurer's report to each Member within 21 days.

ALTERNATE: Elected for one year.

- Assumes the duties of any Director/Officer who is unable to complete his/her term.
- Assumes the Office of President automatically at the next election even if the Alternate had to assume an unexpired office.
- Alternate has to assume an unexpired office. The Alternate is not an Officer of the Association and as such has no vote as an Officer of the Association other than the office, which he/she assumes.
- The Alternate should attend all meetings of the Officers.

If the number of Officers should fall below three and there is no Alternate, a special election will be held within 30 days.

1. The Officers will carry out the instructions of the **Association**. The Emergency Fund can only be used on the Road on behalf of the **Association** by a majority vote of the Officers in a road emergency.

2. A petition for the recall of an Officer must be signed by 51% or more of responding Members. The recall must be passed by a simple majority of those voting. Written proxies are permitted.

3. The Officers will prepare a proposed budget(s) covering the **Association's** coming Fiscal Year for the approval by the Members at the Annual General Membership Meeting in September. It will clearly show a separation between the General Budget and the Snow Plowing Budget. Copies of the proposed budget are to be sent to all Members at least 30 days in advance of the meeting.

4. No Officer or member of the officer's family can be a paid contractor of the Sampson Road Association.

V. VOTING

A quorum for Directors/Officers will be three Directors/Officers. A quorum for a general **Association** meeting will be seven (7) voting Members in person.

Each Member will have one (1) vote per assessment.

On all questions, except for changes to the By-Laws and Capital Improvements and petition(s) for Director recall, a simple majority of the Members in attendance, those represented by proxies and those represented by returned mail ballots, will carry the vote.

Changes to the By-Laws must have the approval of two-thirds of the members that respond to the notice. The notice of the proposed changes must be sent to all members by Certified Mail, Return Receipt Requested, or hand delivered to members.

Capital improvements must have the approval of two-thirds of the members affected by the change. Capital Improvements that affect the location of the Road must also have the written approval of the Landowner(s) on whose property the change is to take place.

Only those Members in good standing shall be voting Members or participate actively at meetings. A Member in good standing must have paid in full all dues and assessments. Members who are not in good standing are welcome to attend the meetings; however, they may not participate in discussion or voting.

VI. MEETINGS

There shall be at least two general membership meetings per year. One meeting shall be held in the Spring and one in the Fall. The Annual Business Meeting shall be held in the month of September for the election of Officers, approval of the budget, and to transact such other business as may come before the meeting.

Questions can be included on the next **Association** agenda by written request of any Member. They must be submitted in writing 60 days before the Meeting to the President. Such questions shall be allowed only by a majority vote of the Directors. The directors shall keep in mind their duty to act always in the best interest of the Association. If such question(s) are deemed unacceptable for an agenda item, a written response will be issued to the submitting member.

The Officers shall meet at least once prior to the Annual Meeting and once again before April 15. Other meetings of the Officers may be called upon request of any Officer. All meetings must be opened with minutes and Treasurer's reports sent to all Members. The 30 day notice can be waived if there is an emergency involving the Road.

Ten (10) or more Members may petition for a General Meeting.

VII. COMMITTEES

The President shall have the authority to appoint committees.

AUDIT COMMITTEE: The audit committee shall be appointed by the President at the Annual Business Meeting and confirmed by the members. They shall review the financial records and procedures prior to the end of the fiscal year following the Annual Business Meeting and provide a written report to the **Association** at the next regularly scheduled meeting.

VIII. MISCELLANEOUS ITEMS

a. Standards

Because the **Association** is responsible for the condition of the Road, it has the final say on all maintenance and on all improvements subject to the approval of the Members.

The **Association** will maintain the Road when there is snow or ice on it such that a 4-wheel drive car can negotiate it; at most other times, it is to be negotiable by an average 2-wheel drive car.

The **Association** will maintain the entire Road to the same standard in keeping with a reasonable and common sense approach, i.e., sanding areas which are designated by need, snow plowing by depth in designated areas and general maintenance.

No work shall be done on the Road without express approval from a Member of the Board, preferably in writing.

b. Trash Containers

The trash container lease held by the **ASSOCIATION** on the property of **THE SAMPSON COMMUNITY CLUB** shall be controlled and maintained by the **ASSOCIATION** in keeping with the terms of the lease. The funds for such work will be charged by billings to the trash container users. Such funds will be held and disbursed from the **ASSOCIATION'S** dumpster bank account as needed. The **TREASURER** will maintain and administer the trash containers pursuant to the lease (including billing and collecting from the users; payments to, contacts with, and relationships with the trash company; payments to and relationships with **THE SAMPSON COMMUNITY CLUB**; and the adding and subtracting of users of the trash containers).

c. Mailboxes

The **Association** shall, on behalf of and in trust for its members, have the responsibility for the maintenance and improvements of the mailboxes. The Association shall also be responsible for the assessment, collection and dispersal of the funds necessary to accomplish and administer these purposes. The funds will be administered through the snowplow budget and account.

IX. INSURANCE

The **Association** will obtain a reasonable amount of liability insurance as determined by its members to protect its elected Directors/Officers and adequate insurance to protect its Members in suits involving the Road.

X. DUES AND ASSESSMENTS

There will be two budgets: One for general maintenance and basic dues and one for snow plowing.

All Landowners, whether Members or not, are obligated to pay Dues and Assessments into the General Budget. These Dues and Assessments must be paid within 60 days of billing. Interest will be assessed on all overdue bills not to exceed 20% per annum as determined by the Members. Maintenance and basic dues billings shall be sent out no later than March 1st. In addition, all Improved Landowners, whether Members or not, are obligated to pay Snow Plowing Assessments into the Snow Plowing Budget. (Unimproved Landowners do not support the Snow Plowing Budget.) These Assessments must be paid within 60 days of billing. Interest will be assessed on all overdue bills not to exceed 20% per annum as determined by the Members.

The **Association** Board may assess snow plowing to Unimproved Landowners where the property is using the Road during the snow months, such as building, land for sale, etc. Such Unimproved Landowners may appeal an assessment at the next General Meeting. Snow plowing bills shall be sent out in October following the September General Meeting.

The Officers shall submit the maintenance and snow plowing proposed budgets at least 30 days prior to the September General Meeting. This shall include:

1. **General Budget Total Expense**
2. **Flat Membership Fee**
3. **Improved Property Owners-Unimproved Property Owners Ratio**

Distances are to be established by the existing zones indicated on the survey map (Exhibit B) attached to the Court's Order recorded at reception number 86134079 with the Jefferson County Clerk and Recorder.

1. For Landowners who are Members and who do not pay their bills within 120 days (60 days past due), the **Association** has the right to file a lien on the Member's property in the same manner as a Mortgage Lien. The prevailing party in any such action shall be entitled to recover its costs including attorney fees, internal, and all material costs.
2. Landowners who are not Members and who do not pay their bills within 120 days can also be sued by the **Association** (with the Members' approval in a duly constituted **Association** meeting) for such contribution and reimbursement of costs and attorney's fees in connection with such action.

3. After 120 days all delinquent accounts may be turned over to a collection agency.

Flat Membership Fees: Fees will be paid equally by all Landowners. Fees will cover administrative costs and insurance needed to run the **Association**.

Assessments: Each Assessment will be based on the zones shown in Exhibit B.

1. Land that is unimproved will be assessed at a reduced rate at a ratio to be agreed on in the September General Meeting.
2. Multiple households on a single property or same owner adjacent improved properties will pay an assessment for each household.

Snow Plowing Assessments: Snow plowing funds will be kept in a separate budget and will be supported by all improved landowners. Unimproved Landowners will not be billed for snow plowing except as set out above.

Assessments for capital improvements will be paid equally by all Landowner(s) that are affected. The **Association** has the authority to assess for future Capitol Improvements.

New Construction Road Maintenance Fee - This fee will apply to all new construction efforts effective 10-06-2001. The formula will be as follows: to calculate the amount of the fee (Total cost of permits x 2% x Zone). Any and all construction requiring a permit will be subject to this fee.

The fiscal year of the **Association** shall be the calendar year.

The Association will maintain a realistic minimum balance from fees and assessments to act as the Emergency Fund.

XI. RECORDS

The financial records shall be kept for the period required by federal and state authorities. The minutes and general responses shall be kept for three (3) years for official purposes. Legal documents (i.e. leases, easements, corporate reports, etc.) shall be kept permanently. Copies of records can only be obtained after their original publication by order of the board and only for a fee covering the costs of time and expense, paid in advance, after a written request setting forth the purpose or express need of such records has been approved by said board or membership vote if requested. It should be noted access of the minutes and treasurer's reports are provided at the time of actions and copies of leases, easements, etc, are generally located on the **Association's** web site.

XII. DEFINITIONS

Landowner	A person or persons or entity that owns a parcel of land that has access to the Road ¹ .
Representative	Must be 18 years or older unless he/she is the Landowner. If the Representative is not the landowner; he/she must provide the Secretary at the start of the meeting written proof from the Landowner whom they are representing.
Access	The farthest entrance measured along the Road to a parcel or parcels of land all owned by the same Landowner and are contiguous and having only one improved parcel, will have only one assessment. (A Landowner having two or more non-contiguous parcel(s) would have an assessment for each parcel and thus a vote for each assessment.) If there is no access road onto the property from the Road, then the measurement will include the zone to the property's farthest access point.
Precedence	The original draft of these ByLaws shall not take precedence over the Court Order.

NOTES: ¹The **Association** was established by Court Order of Judge Gaspar F. Perricone dated May 14, 1986, Civil Action No. 79 CV 1085, Jefferson County, State of Colorado, as recorded 10/31/1986 with the Jefferson County Clerk & Recorder at reception number 86134079.

Also known as "Phillipsburg Deermont Road" and Sampson Ridge Road Association, Inc.