

Date Adopted 4/7/91  
Amended May 2004  
Amended June 2009  
Amended December 2012

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

**I. NAME**

The Sampson Road Association, Inc. is a non-profit Colorado Corporation. Also known as Sampson Ridge Road Association, Inc.

**II. PURPOSE**

The Association shall own the right to use the Road 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 rights 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 non-member 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 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. Those residing in a temporary house structure or mobile home/trailer are deemed an improved Landowner.

**Unimproved Landowners** - Are those Landowners who have no permanent, inhabitable dwelling on their property. A mobile home, trailer, or landowner conducting an activity that affects road maintenance or snowplowing may be deemed by the board as an improved landowner at their discretion.

#### IV. OFFICERS AND DIRECTORS

1 (a) The Officers shall consist of a President, Treasurer, and Secretary.

(b) The Board of Directors of the Association are the President, Treasurer, and the Secretary.

(c) The Officers and Alternates 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 meeting.
- . 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.
- . The Board of Directors may appoint a

bookkeeper whose salary shall be approved by the members.

The bookkeeper's duties shall be assigned by the Treasurer and the Board.

**ALTERNATE TREASURER:** Elected for one year

- . Supports the treasurer and trains to assume next year's treasurer's position.
- . The Alternate Treasurer is not an officer and does not have a board vote.

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 from the membership meetings to each Member within 21 Days after meeting.

ALTERNATE PRESIDENT: Elected for one year.

- . Assumes the duties of any 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.
- . 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 assumes.
- . The Alternate should attend all meetings of the Officers.

If the number of Officers should fall below three a special election will be held within 30 days.

1. The Officers will carry out the instructions of the Association.
2. 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.
3. A petition for the recall of an Officer must be signed by twelve or more members in good standing. The recall must be passed by a simple majority of those voting at a general meeting .
4. An Officer or member of the officer's family can be a paid contractor of the Sampson Road Association upon approval by the Board of Directors subject to the review of the members

## **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. Written proxies are permitted.

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. The Officers shall meet at least once prior to each general meeting. Notification of all general meetings will be given at least 30 days in advance. All meetings must open with minutes and Treasurers reports.

Members in good standing may request agenda items. Requests must be in writing and submitted to the President more than 20 days prior to any general meeting. Such items 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 items are deemed unacceptable for an agenda item, a written response will be issued to the submitting member.

Other meetings of the Officers may be called upon request of any Officer. The 30-day notice can be waived if there is an emergency involving the Road.

Ten (10) or more Members may petition for an additional 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 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 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 1<sup>st</sup>. In addition, all Improved Landowners, whether Members or not, are obligated to pay Snow Plowing Assessments into the Snow Plowing Budget except as provided in Section III Membership. (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 Landowner 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 detailed maintenance and snow plowing proposed budgets at least 30 days prior to the September General Meeting.

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. All Landowners, whether members or not 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 Association may also sue with the membership's approval in a duly constituted general meeting. The prevailing party in any such action shall be entitled to recover its costs including attorney fees, internal, and all material costs.

2. 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 ratio to be set by the membership.

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 account 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 Capital Improvements.

A Road Impact Fee may be assessed on any landowner by the Board subject to later review by the Members upon request of the landowner. Review approval shall require only a majority vote of those present. Such fee shall be assessed where there has been clear damage requiring repair of excessive wear and tear.

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.
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 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 properties' farthest access point.
Precedence	The original Court Order states "The initial Bylaws shall conform to this order."

- NOTES:
1. The Association was established by Court Order of Judge Gaspar F. Perricone dated May 14, 1986, Civil Action No. 79 CV 1085, Jefferson County, District Court, State of Colorado as recorded 10/31/1986 with the Jefferson County Clerk & Recorder at reception number 86134079. Also known as "Phillipsburg Deerment Road" and Sampson Ridge Road Association, Inc.