

T.L. 9108272

AGREEMENT OF THE APACHE CANYON
LANDOWNERS ASSOCIATION FOR
A PRIVATE ROAD ASSOCIATION

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The Undersigned, citizens of the state of New Mexico, county of Santa Fe, and property owners as hereinafter designated do hereby declare and certify as follows:

I

The name of our Association is the Apache Canyon Landowners Association, a non profit association. The Association was formed the 25th day of July, 1983 in order to satisfy the requirements for a special use permit for a road of access to the lands of the members of the Association through the Santa Fe National Forest, Tesuque District. All as shown in Exhibit "A".

The Apache Canyon Landowners Association now creates an agreement for a Private Road Association in order to regulate a private road access across and through the lands of the members of the Association.

II

The object and purpose of this Agreement is for a roadway for access; ingress, egress, utility installation and recreational activity through the lands owned by the members of the Association. To create a private road and agreements thereupon for the use of the Association Members. All as shown in Exhibit "B".

III

The undersigned members agree and bind themselves to comply with all of the terms and conditions and covenants and obligations contained in this Agreement. They bind themselves, their heirs, successors and assigns to comply with the terms of this Agreement of the members of the Apache Canyon Landowners Association Private Road Association Agreement.

IV

There shall be a president and vice president of the Private Road Association and there shall be other officers of the Association as may be elected by a duly convened meeting of the Private Road Association members. All members of the Association present and future shall have an equal vote in the doings and decisions affecting the Private Road Association. No one shall have the right to the use of the private road through the lands of the members of this Association unless they become a member of the Apache Canyon Landowners Association.

When a member of the Private Road Association sells his property he shall make the fact of the existence of the Private Road Association Agreement known so that the prospective buyer can and will accept the articles herein contained in this agreement.

The members agree to keep the forest road gate and the private road gate closed at all times. The members shall maintain both gates as needed and each member shall install gate locks as needed that do not interfere with the other members locks.

The private road members shall indemnify and hold harmless all members of the Association against any liability for damage to life or property arising from the use or occupancy of the private access road.

The width of the roadway shall be thirty-five (35) feet wide from the private road gate (point 100) through to the bottom of the creek (point 127) thereafter the width of the roadway shall be twenty-five (25) feet wide for the remaining distance including all driveways. The widest portion being agreed upon because of the steep terrain located there. All as plotted in Exhibit "B".

All utilities; gas, electric, telephone and others shall remain underground and buried throughout the main roadway and driveways as plotted in Exhibit "B".

Ingress and egress and utility installation and recreational activity use of the roadway and driveways shall be limited to the areas plotted in Exhibit "B" only. All as agreed

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upon by Association members. There will be no relocation. The purpose of the roadway is to allow for ingress, egress, utility installation and recreational activity for members of the Association and their guests.

The Association members agree that they shall not litter in any way with trash or otherwise any of the lands upon which the private road passes. Also, the members agree they shall not cut any standing trees, that the only time a tree would be cut would be in the construction and maintenance and improvement of said roadway. The Association members agree not to remove any landscaping materials from the lands upon which the roadway passes. The members agree to do everything reasonably within his power to prevent forest fires.

The president of the Association shall have the power and authority to call meetings at any time that is necessary for the conduct of the business of this Association and shall give notice to the members of the Association either in writing or by telephone as may be the most convenient. The road described under this agreement shall be subject to the control of the Private Road Association of the Apache Canyon Landowners Association and its members.

VI

The members are required to attend the meetings or to send a representative to the said meetings to act in their behalf with specific instructions as to what the decision of the member shall be.

VII

Members of the Private Road Association shall share equally in the cost of the maintenance and improvement of the private road and any other matters reasonably required to benefit the Association in the use of the road.

Lot R-1 and Lot R-2 are excluded from the cost of the maintenance, improvement and construction of the private road, these two (2) lots are currently owned by Roger Montgomery. The purpose of the exclusion being that the owner of these two lots will not benefit from the installation of the private road other than the roads recreational value. Ingress, egress and underground utilities already exist to Lot R-1 and Lot R-2.

All members of the Private Road Association shall pay the sums to the president of the Association so that he may cover expenses including legal fees or any other matters that may be required reasonably promoting the purpose of this Association.

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The expense of construction, maintenance and improvement of lot driveways are the responsibilities of the individual lot owners. They cannot be relocated. The subject driveways are described in Exhibit "B".

The construction of said private road remains to take place. The expense of the main private road and the issue of how to equally distribute the expense is postponed until a later date. This issue and other issues of construction of the private road may be addressed by a meeting called by the president of the Association and made part of this Agreement.

VIII

The president shall maintain the records of the Association and shall be charged with the duty of paying all expenses of the Association. Each member of the Association shall pay unto the president the same chargeable as his share of any expense incurred in behalf of the Association within thirty (30) days of date of being advised of such charge. If any member fails to pay within the said thirty (30) days his privileges as a voting member of the Association may be revoked by the Association.

In incurring expenses in behalf of the Association the president shall advise the members of the Association in a meeting called for such purpose so that they will be fully advised as to what may be necessary. A majority vote of the Association is all that is necessary to conduct any of the business of this Association.

X

The president shall invite such person or persons as may be necessary to present proposals for road improvements or maintenance as may be required from time to time and the president with the majority approval of the members of the Private Road Association, shall select person or persons to do the work required for the maintenance of improvement of the roadway. The purpose being that the roadway shall be passable and useable to all properties of the members of this Association at all times.

XI

The initial members of this Association shall be Roger Montgomery, Jim Maryol, Ann Maryol, Georgia Maryol, Kirk Aleck, and the Estate of Joe Ronquillo who are: Roger Montgomery, Karen Lopez, Andrea Dupree, and Russell Dupree. Roger Montgomery is currently the legal guardian of the estate of Andrea and Russell Dupree. All above mentioned are owners of properties to be served by the private roadway

which is the subject of this Agreement of the Apache Canyon Landowners Association for a private road. Other persons may become members of this Association by becoming owners of the lands serviced by the road subject to this Agreement herein referred to.

XII

This Association is a non-profit Association and no gain is to be anticipated by its members.

XIII

The Association can and in the future adopt by-laws as may be required for the management of the business of the Association.

XIV

This agreement may be added to or amended by a majority vote of the members of this Association.

XV

Attached to this Agreement are survey plats of the properties affected and marked Exhibit "B". Also attached hereto will be a copy of the Agreement of the Apache Canyon Landowners Association as Exhibit "A".