

AGREEMENT OF THE APACHE CANYON
LAND OWNERS ASSOCIATION

may be located by a duly authorized meeting of the association

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:

use of the said road for which the special use permit is being

The name of our association shall be Apache Canyon
Land Owners Association, a non-profit association.

association shall be property to which state the fact of the

The objects and purposes of this association shall be
for the purpose of complying with the special use permit
granted by the Santa Fe National Forest, Tesuque District to
the owners of the lands composing this association, which

special use permit is for a roadway for access through forest
service lands into the lands of the members of the association.

may with track or otherwise

The undersigned members agree and bind themselves to
comply with all of the terms and conditions and covenants
contained in the special use permit above-referred to, and they
bind themselves, their heirs, successors and assigns to comply
with the terms of the said special use permit as well as with
the conditions, obligations and covenants contained in this
agreement of the undersigned members of the association.

from the association and the said road

There shall be a president and vice-president of the
association. The initial President shall be Roger Montgomery,
whose address is Rt. 7, Box 120 H, Santa Fe, New Mexico
87501, and there shall be other officers of the association as

association either in writing or by telephone as may be the way be elected by a duly convened meeting of the association most convenient.

members. All members of the association present and future

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shall have an equal vote in the doings and decisions

The members are required to attend the meetings or to affecting the association. No one shall have the right to the send a representative to the said meeting to act in their use of the said road for which the special use permit is being behalf with specific instructions as to what the decision of granted by the United States Forest Service unless they become the member shall be.

a member of the association and when a member of the

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association sells his property he shall make the fact of the

The members of the association shall share equally in existence of the association and the requirements herein the costs of maintenance of the road and any other matters contained to any prospective buyer so that the prospective reasonably required to be done for the benefit of the buyer can and will accept the articles herein contained in this association and the use of the said road under the special use agreement.

permit, and all parties shall pay the sums to the president of

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the association so that he may cover expenses including legal

The members agree that they shall not litter in any way with trash or otherwise any of the lands upon which the road is to be granted nor any other lands of the association or

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of the United States Forest Service, and they agree that they

shall not cut any standing trees, that the only time a tree would be cut is if it is approved by the United States Forest

Service for the improvement or maintenance of the roadway

granted by the special use permit. Any person who litters or

who cuts any standing timber shall be subject to expulsion

from the association and the denial of the use of the said road

under the special use permit. The president of this

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

in covering expenses in behalf of the association

association either in writing or by telephone as may be the most convenient.

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

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The members of the association shall share equally in the costs of maintenance of the road and any other matters reasonably required to be done for the benefit of the association and the use of the said road under the special use permit, and all parties 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 purposes of this association.

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 this association shall pay unto the president the sum 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 to the use of the road may be revoked by the association.

IX

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. XIV

This agreement may be added to or amended by a majority vote. The president shall invite such person or persons as may be necessary to present proposals for road improvement or maintenance as may be required from time to time, and the president ^{WITH THE MAJORITY APPROVAL OF} ~~in the absence of any concurrence by~~ the members of the association shall select a person or persons to do the work required for the maintenance or improvement of the roadway. The purpose being that the roadway shall be passable and usable to all properties of the members of this association at all times.

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The initial members of this association shall be Roger Montgomery, Jim Maryol, Ann Maryol, Georgia Maryol, Kirk Aleck and Joe Rosquillo all owners of properties to be served by the roadway which is the subject of the special use permit from the United States Forest Service. Other persons may become members of this association by becoming owners of lands serviced by the road subject of the special use permit herein referred to.

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

STATE OF NEW MEXICO

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COUNTY OF SANTA FE

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

24th day of July, 1983, by Roger Montgomery, Jim Maryol, Ann Maryol, Georgia Maryol, Kirk Aleck and Joe Ronquillo.

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

by Commission Expires:

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Attached to this agreement are survey plats of the properties affected and marked Exhibits "A", "B" and "C", also attached hereto will be a copy of the special use permit.

IN WITNESS whereof, we have hereunto set our hands and seals this 25 day of July, 1983.



State of New Mexico }
County of Santa Fe } ss.

Roger Montgomery
ROGER MONTGOMERY

Jim Maryol
JIM MARYOL

Ann Maryol
ANN MARYOL

Georgia Maryol
GEORGIA MARYOL

Kirk Aleck
KIRK ALECK

Joe Ronquillo
JOE RONQUILLO

The foregoing instrument acknowledged before me on this 25th day of July, 1983, by Jim Maryol, Ann Maryol, Georgia Maryol and Kirk Aleck.

My Commission expires March 5, 1985.

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STATE OF NEW MEXICO)
 : ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this
25th day of July, 1983, by Roger Montgomery, Jim Maryol, Ann
Maryol, Georgia Maryol, Kirk Aleck and Joe Ronquillo.

Thomane L. Hattaway
NOTARY PUBLIC



My Commission Expires:

June 25, 1985

EXHIBIT "A"

State of New Mexico)
County of Santa Fe.) ss.

The foregoing instrument was acknowledged
before me on this 25th day of July, 1983, by:
Jim Maryol, Ann Maryol, Georgia Maryol
and Kirk Aleck.

Lance C. Gendrey
Notary Public.



My Commission expires:
March 5, 1985.