

STATE OF NEW MEXICO
COUNTY OF CIBOLA
THIRTEENTH JUDICIAL DISTRICT COURT

RONLAD SCHALI, MIKE REBB,
LINDA PEDERSEN, and DANNY MONTOYA,
as individuals, and on behalf of those similarly
situated,

Plaintiffs,

v.

Case No.: D-1333-CV-2025-00156

TIMBERLAKE RANCH LANDOWNERS
ASSOCIATION, a New Mexico Non-Profit
Corporation, and THE BOARD OF
DIRECTORS FOR THE TIMBERLAKE
RANCH LANDOWNERS ASSOCIATION,
Individually, and in their capacity as Board Members
of the Timberlake Ranch Landowners Association,

Defendants.

DEFENDANT’S RESPONSE TO PLAINTIFFS’ MOTION FOR INJUNCTIVE RELIEF

Defendant TIMBERLAKE RANCH LANDOWNERS ASSOCIATION (“TRLA”) by and through Frame Law, PLLC, hereby **opposes** to Plaintiffs’ Application for Preliminary Injunction filed September 29, 2025 on the basis that Plaintiffs have failed to make a proper showing under 1-066 NMRA and *Labalbo v. Hymes*, 1993-NMCA-010. Defendants further request a hearing on the merits of the proposed injunctive relief prior to any order issuing. This opposition is supported by the following Memorandum of Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

In this suit, and the pending application, Plaintiffs seek to invoke the Court’s extraordinary equitable power to micromanage the internal affairs of a homeowners’ association, override the

recorded property rights of private landowners, and freeze the Association’s finances based on conjecture and community politics. Their requested injunction is both imprecise and overbroad, exceeding what Rule 1-066 NMRA allows. If granted, the preliminary injunction sought by Plaintiffs (4 owners in 743 lot community) would effectively bar the Timberlake Ranch Landowners Association (“TRLA”) from performing its basic governance duties and compel actions beyond its legal authority. The Application was lodged without any supporting *evidence*, as recognized by Chapter 11, NMRA and is instead based on the hearsay complaining of certain TRLA constituents and former constituents. Ultimately, Plaintiffs cannot meet a single element required under *Labalbo v. Hymes*, 1993-NMCA-010, ¶ 11, 115 N.M. 314 because they cannot show (1) irreparable harm; (2) the balance of harms favors TRLA; (3) the public interest disfavors judicial interference in HOA governance and private property rights; and (4) Plaintiffs are unlikely to prevail on the merits of their claims. Accordingly, the Application should be denied in full.

II. RELEVANT BACKGROUND

A. The Timberlake Ranch Community and Board of Directors

The Timberlake Ranch community is located in Ramah, New Mexico. The community straddles Cibola and McKinley County. The community was platted over time between approximately 1978 and 1984. The TRLA is a duly organized New Mexico non-profit corporation with seven elected board members. Board elections are done on a rotating basis, each Board of Director serving a 3 year term. The current TRLA Board of Directors includes: MaryAnn Armijo (President – first elected in 2020, re-elected in 2023, term expires in 2026), Dianna Ramm (Vice President – elected in 2024, term expires in 2027), Craig Johnson (Oversees Roads – appointed in May 2024 upon resignation of Plaintiff Linda Pederson and TRLA member Steven Wills, re-

elected in 2025, term expires in 2028), Marv Springer (Oversees the “Commons” – elected 2025, term ends 2028), Frank Beissel (Communications Director – elected in 2024, term expires in 2027), Josh States (Secretary – elected in 2025, term ends in 2028), Judi Murphy (Treasurer – elected 2024, term ends in 2027).

B. The Easements of Record

Plaintiffs complain that the current Board has wrongly excluded them from pedestrian use of designated “equestrian” easements. Easement rights are a special right that removes one of the “sticks” of ownership from the fee owner. In the case of an unambiguous grant of easement, “easement law demands that the intent of the parties and, therefore, the scope of the easement be derived from the written agreement alone.” *Mayer v. Smith*, 2015-NMCA-060, ¶15.

The easements in dispute all arise out of express grants of certain 10 foot swaths of four specific properties within the community which were dedicated as “equestrian easements.” **Exhibit 1**¹, **Exhibit 5**. Other easements exist in the community that are not limited to “equestrian easements.” For example, one specific easement in the designated common areas of the TRLA community is expressly reserved for pedestrian and equestrian use. **Exhibit 1**. Following the plat, each of the four properties under “equestrian easement” expressly reserved said rights and referred to the plats upon which the rights were based. **Exhibit 5**. The current owners of the properties under “equestrian easement” are: Steven C. Wills (the “Culebra Equestrian” easement), Joseph Chavez and Carol Chavez (the “Elk Equestrian” easement), Diana Ramm (the “Aspen Loop Equestrian” easement), and Mitch Dalen (the “Cottonwood Loop Equestrian” easement). **Exhibit**

¹ We say “purport” to show because TRLA’s personal counsel (spanning various boards/members over the years) has prepared a legal analysis of the existing land rights and easements favoring the TRLA members and has found that the easements at issue in this case are designated and were conveyed as “equestrian” only easements on the applicable plats. A copy of said legal opinion is attached as **Exhibit 1** to this Response.

5. Previously, a former TRLA Board including Plaintiff Linda Pederson promulgated a document titled “Rules and Regulations of Common Areas.” This document was never recorded but purported to make the equestrian easements, along with the other easements available to the community, available to “horses and hikers” regardless of the designation / scope in the conveying documents and despite the “Rules and Regulations” document expressly acknowledging that the four equestrian easements are on private property and are not part of the common areas. **Exhibit 4, p. 3-4².**

Questions and disputes have arisen regarding who has the right to do what regarding the equestrian easements. At least one property owner (and Board member) Diana Ramm has decided that she does not want pedestrians on her property and raised concerns that the easement creating language does not require her to allow pedestrians (i.e. people on foot without horses) to use her property as a “hiking” trail. The current Plaintiffs became irate and are now seeking Court intervention because Ms. Ramm, as a private property owner, has tried to exclude hikers from her property by placing a no-trespassing sign on her property. Based on the fallout (largely if not solely by the Plaintiffs in this case), the current TRLA Board sought to investigate the nature and scope of the “equestrian” easements to determine if private property owners could exclude “hikers” as Ms. Ramm had done. The current TRLA Board solicited a legal opinion from the Board’s counsel, Gary Friedman, Esq. (the same counsel who advised the Board when run by Linda Pederson). Mr. Friedman’s opinion, set forth in Exhibit 1, is that the conveying documents limit the use of the so-called “equestrian easements” to equestrian uses and do not allow non-equestrian hikers, bicyclists, or other users. **Exhibit 1.**

² The equestrian easements at issue are colloquially referred to as the (1) Culebra, (2) Elk, (3) Aspen Loop, and (4) Cottonwood Loop easements.

Despite the Plaintiff's characterization, the TRLA Board's position is that it has not "closed" any trail but has determined that it lacks authority to expand the scope of the equestrian easements as recorded in the operative plat to include pedestrian traffic over private property. The decision reflects a legal interpretation, not a policy of restriction.

C. Plaintiffs' Other Claims

In addition to the scope of the equestrian easements, the Plaintiffs have sought court intervention on several other issues that essentially amount to tying the current TRLA Board's hands by seeking to limit their ability to make decisions allowed under the TRLA governing documents including adjusting dues, enforcing applicable CC&Rs and regulations, and prohibiting the Board from spending money in ways that the four Plaintiffs in this case do not like or agree with while making false allegations and seeking straw man relief of "order[ing] [the TRLA Board] to uphold their [purported] existing agreement with the Liberty Mutual Insurance Company" regarding fire mitigation and "prohibiting the[m] from [purportedly] interfering with potential class members and the ability of class members to receive information about this lawsuit" (such information being promulgated by the Plaintiffs themselves pursuant to a "Newsletter" being published to stoke division within the community. Plaintiffs complain that the current Board is wrong for not providing them email addresses for TRLA owners and for not giving the owners a way to "opt in" to the Plaintiffs personally published "Newsletter" which is not affiliated with the TRLA Board whatsoever. **Exhibit 6.**

III. ARGUMENT

A. Plaintiffs Cannot Establish Irreparable Harm.

In order to merit an injunction, Plaintiffs must establish that they will suffer irreparable harm if the injunction is not granted. *Labalbo v. Hymes*, 1993-NMCA-010, 115 NM 314, 318. In

their Application, Plaintiffs identify no closure of trails in the common areas, produce no evidence of loss of insurance, and cannot point to any deprivation of actual property rights. The only “harm” alleged is the current TRLA Board’s refusal to interpret an equestrian easement to include hikers—an issue of property law, not emergency injury. Recreational inconvenience, speculative loss of enjoyment, or disagreement with Board policy, as expressed in the letters attached to Plaintiffs’ application is not irreparable harm under *Labalbo*. Moreover, upon information and belief, some of those letters are written by former Association members who no longer even own property in the community. The Association continues to maintain common areas and insure the community. The Association is currently taking bids for fire mitigation work. Plaintiffs’ subjective disappointment does not justify judicial intervention.

B. The Balance of Harms Strongly Favors TRLA.

The second prong of the *Labalbo* test seeks to determine whether the threatened *irreparable harm* (which is nonexistent) outweighs the damage to be caused to the Defendants, i.e. the current TRLA Board. In this case, the injunction would prohibit the current, duly elected Board from managing the community including spending necessary funds or carrying out routine maintenance and insurance obligations. The Plaintiffs go as far as to ask the Court to prohibit the TRLA Board from spending any money that the Plaintiffs do not agree with and, by the nature of the relief sought, promises future enforcement motions based on Plaintiffs’ subjective determinations of what is or is not appropriate governance by elected officials. Granting an injunction as requested by the Plaintiffs would hamstring governance and expose the community to unnecessary and greater risk. By contrast, Plaintiffs suffer no cognizable injury from allowing

the HOA to continue operating under its governing documents. Equitable balance therefore favors TRLA.

C. The Public and Community Interest Disfavor the Requested Injunction.

The next prong under *Labalbo* considers public policy. In this case, public policy favors enforcement of recorded property rights and HOA self-governance, not judicial oversight of daily operations. *Aragon v. Brown*, 2003-NMCA-126, 134 NM 459, 464. Here, Plaintiffs seek to compel TRLA to authorize pedestrian access over private property the HOA does not own and cannot control. Granting such relief would erode New Mexico's strong policy respecting easement limits and invite future disputes over private land. The injunction would also freeze community dues, halting essential road and maintenance work and undermining fire-mitigation efforts—the very interests Plaintiffs claim to protect.

D. Plaintiffs Are Unlikely to Prevail on the Merits.

Finally, in addition to the above three prongs, Plaintiffs must establish that they are likely to prevail on the merits of their case against the TRLA Board. They cannot.

The predominant issue in the Plaintiffs' complaint and the only issue substantively discussed in the Application relates to Plaintiffs' easement related claims. Plaintiffs cannot prevail for several reasons. First, Plaintiffs have not sued the parties necessary to accord the relief sought and the matter is subject to dismissal on that basis alone. Here, the plats and deeds at issue unambiguously create "equestrian" easements. Assuming for the sake of argument that TRLA was inclined to support Plaintiffs' request to change the nature and scope of the existing equestrian easements, it would take the sign off of owners Wills, Ramm, Chavez, and Dalen to convey / recharacterize the scope of easement created by the plat and memorialized with each subsequent deed passing the servient property on to the next buyer. Second, while Plaintiffs ask the Court to

rewrite those instruments to add “pedestrian” rights, New Mexico law forbids expanding an easement’s scope beyond its plain language. Accordingly, Plaintiffs cannot prevail on their easement claims as currently postured and therefore their Application must fail.

Second, the Plaintiffs claim that the Defendants have breached their duties at law and under the governing documents. However, Plaintiffs do not identify the specific “wrongs” they contend that the Defendants have committed. Instead, Plaintiffs broadly cite the “governing documents” and “New Mexico law” without identifying specifically what the TRLA Board has allegedly done to violate same. Accordingly, Plaintiffs have not even articulated a claim pertaining to the purported failure to follow governing documents and statute and therefore they cannot prevail.

Third, the Plaintiffs claim that the current TRLA Board has failed to uphold its duties related to fire-mitigation claims but have not supported same with any admissible evidence whatsoever. Accordingly, the Plaintiffs are likely to lose that issue on the merits as well.

Finally, the Plaintiffs seek to freeze dues and restrict “any action not expressly authorized” by the governing documents or state law. New Mexico law does not purport to prevent an HOA Board from interpreting its power under the governing documents. If a claimant has a specific grievance, they can seek to enforce the governing documents. But in this case, Plaintiffs have no concrete claims or requested relief and therefore are unlikely to prevail based on lack of specificity. Enforcing the injunction requested by the Plaintiffs, if otherwise appropriate, would be a complete nightmare. Under the current tumultuous circumstances between the Plaintiffs (including former Board members) and the current TRLA Board, any order enjoining the Board to “follow the law and governing documents” would be met with enforcement motion after enforcement motion based on the Plaintiffs’ interpretation of what the governing documents or statutes require or allow.

E. Each Category of Requested Relief Is Improper.

Each of Plaintiffs' requested injunction relief is improper including:

Trail Access (§ 1(a)) – Overbroad; would force the HOA to authorize use of private property and exceed its authority.

Fire Mitigation (§ 1(b)) – Unnecessary; TRLA is already performing required work.

Communications (§ 1(c)) – Vague and constitutionally problematic; the HOA cannot be ordered to distribute private contact information or editorial content and is not required to create an “opt in” systems to allow the Plaintiffs to disseminate their “Newsletters.”

Expenditures (§ 1(d)) – Moot; signage costs are complete and no future spending is planned.

Freeze on Dues (§ 1(e)) – Extreme and harmful; dues must rise to meet inflation and maintenance needs so long as the governing documents are followed.

“Unauthorized Actions” Clause (§ 1(f)) – Void for vagueness; would prevent the HOA from interpreting its own governing documents and performing ordinary functions.

IV. CONCLUSION

Plaintiffs' Application is nothing more than a political effort disguised as an emergency. Their Complaint, the Application, and their Newsletter make that clear. However, the Application fails to show irreparable harm, has no likelihood of success, and provides no basis for the sweeping judicial control they seek. The Court should deny the Application for Preliminary Injunction in its entirety.

To the extent the Court does not dismiss Plaintiff's application out of hand, Defendants respectfully request an evidentiary hearing wherein they can put on actual evidence and testimony

(rather than hearsay letters, some of which authored by people who no longer own property in the community) of the harm that TRLA will suffer if the proposed injunction is levied.

Dated: October 14, 2025.

Respectfully Submitted,

By: /s/Paul K. Frame
Paul K. Frame
Frame Law, PLLC
3120 W Carefree Highway
Suite One, PMB #336
480-508-7282
pframe@framelawpllc.com
Attorney for Defendants

EXHIBIT 1

MEMORANDUM

Date: July 16, 2025

To: Mary Ann Armijo, President, Board of Directors, Timberlake Ranch Landowners Association

From: Gary S. Friedman, Esq. - Friedman, Walcott, Henry & Winston, LLC

Re: Equestrian/Pedestrian Easements

This Memorandum is in response to a request to summarize and clarify the identification and existence of equestrian and/or pedestrian easements as referenced in the governing documents of Timberlake Ranch Landowners Association. In connection with preparation of this Memorandum, I have reviewed the plats and deeds provided to me, as well as the recorded Declaration and Bylaws of the Association. No separate title search for any additional documents was requested or performed.

1. Timberlake Ranch Subdivision in McKinley County, NM Units 1 – 10.

A review of the recorded plats for Units 1 thru 10 evidences only one applicable easement in the subdivision plat for Unit 3 recorded as Document # 190,939. That easement is a 20' wide easement for pedestrians and horses only and is located between Lots 14 & 15 in Block 6, from Black Bear Road to the Cibola National Forest. It is important to note that this is the only reference to an easement for pedestrian use in all of the plats or deeds reviewed for this Memorandum.

2. Cloh Chin Toh Ranch.

I was provided with unrecorded Plats/Sheets 3 and 4 of the Cloh Chin Toh Ranch property which references multiple equestrian easements.

A. Plat/Sheet 3. Sheet 3 references the following: i) a 100' wide equestrian easement (Sections 29 & 32) along most of the southerly boundary line of the subdivision; ii) a 25' wide equestrian easement from Timberlake Road between Lots 82 & 84, 81 & 84, and 81 & 82; and iii) a 25' wide equestrian easement between Lots 89 & 90 and from Timberlake Road to the horse pasture between Lots 57 & 58.

B. Plat/Sheet 4. Sheet 4 references the following: i) a 100' wide equestrian easement (Section 29) along the southerly boundary line; ii) a 25' wide equestrian easement from the cul-de-sac to the 100' equestrian easement between Lots 33 & 34; iii) a 25' wide equestrian easement from the cul-de-sac to the 100' equestrian easement between Lots 26 & 27; and iv) a 25' wide equestrian easement from the cul-de-sac to the 100' equestrian easement between Lots 8 & 9.

3. Deeds.

I was provided with four deeds which evidence equestrian easements thru certain Lots in Timberlake Ranch Subdivision, McKinley County, Units 1 – 10. When Ramah Lake Ventures, the developer, deeded out certain lots to individual owners a 10' wide equestrian easement was reserved. None of these easements were reserved for pedestrian use, which means the current owners of the Lots burdened by the easements have the right to object to and contest in Court any pedestrian use of the easement crossing their respective lot(s). These four deeds are as follows:

A. A warranty deed recorded in Book 19, Page 2272 on November 4, 2002 from Lawrence Peralez & Barbara Chavez to Steven Wills for Lot 61 in Block 14 of Unit 7 reserves a 10' wide equestrian easement along the westerly boundary of Lot 61. This deed also references the earlier recorded deed from Ramah Lake Ventures to Mr. Peralez and Ms. Chavez.

B. A warranty deed from Ramah Lake Ventures to Davis and Chavez recorded in Book 9, Page 8132 on February 22, 1996 reserves a 10' wide equestrian easement along the south boundary of Lot 45, in Block 14 of Unit 6. From a review of the subdivision plat this equestrian easement is located between Lots 44 and 45 and runs from the cul-de-sac from where Elk Drive and Culebra Road meet.

C. A warranty deed from Jeannette Troy to John and Dawn Lashley reserves a 10' wide equestrian easement along the northwest boundary of Lot 14, in Block 14 of Unit 4. This deed also references the earlier recorded deed from the developer (Ramah Lake Ventures) recorded on July 11, 2000 in Book 15 Comp., Page 4680. From a review of the subdivision plat this equestrian easement is located between Lots 13 and 14 and runs from Cottonwood Loop to the Common Area.

D. A warranty deed from the Dougherty-Anderson Trust to Joyce Kramer signed on July 31, 2018 reserves a 10' wide equestrian easement along the northern boundary of Lot 29, in Block 14 of Unit 5. The deed also references an earlier recorded Real Estate Contract recorded on February 9, 1982 in Book 80 Misc., Page 604. From a review of the subdivision plat this equestrian easement is located between Lots 28 and 29 and runs from Aspen Loop to the Common Area.

4. The Declaration.

The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timberlake Ranch Landowners Association references easements in general in its preamble and in Article II. It makes no specific mention of either equestrian easements or pedestrian easements .

The preamble states in part that “Timberlake Ranch and each of the Lots therein shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, liens and charges contained in this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timberlake Ranch (the "Declaration")....Said covenants, conditions, restrictions, easements, liens and charges shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof and shall inure to the benefit of each Owner....”

Article II states in part that “All provisions of the Articles of Incorporation of the Association, filed on May 9, 1986 (the "Articles"), and the Amended & Restated Bylaws of the Association, adopted on November 3, 2007 (the "Bylaws"), are hereby ratified and confirmed by the Association and constitute covenants, conditions, restrictions, easements, liens and charges under this Declaration.

5. The Bylaws.

The Amended and Restated Bylaws of Timberlake Ranch Landowners Association does not contain any references to easements in the body of the document. However, certain legal descriptions contained at the end of the Bylaws refer to various equestrian easements and easements in general. Specifically, Exhibit A-3 mentions the 100' equestrian easement located in the Cloh Chin Toh Ranch property. Exhibit A-4 provides that part of the Association subdivision includes “the following lands which have been designated as roads, streets, rights-of-way or equestrian easements on the subdivision plats in the following subdivisions....” Exhibit A- 5 includes the roads, streets, rights-of way or access easements within Section 24, Township 11 North, Range 16 West, McKinley County, New Mexico. There are no references to any pedestrian easements in the legal descriptions for the Bylaws.

Please note that these easements are referenced in the Bylaws under Article I. Definitions (f) for Common Areas. That reference is misleading since, in general, an easement is a legal right that allows someone to use a part of another person's property for a specific purpose without owning it. Common area means property within a development which is owned, leased or required by the declaration to be maintained or operated by a property owners' association for the use of all its members and is typically designated as common area on a recorded plat (common areas are designated in Timberlake Ranch Landowners Association's plats) or in a recorded declaration. Accordingly, an easement is not part of a common area, but could provide access to a common area, such as is the case in Timberlake Ranch.

6. Conclusion. Only one pedestrian easement exists of record in the entire real property for the Timberlake Ranch Landowners Association. That particular easement in Unit 3 of the Timberlake Ranch subdivision property, as noted above, is for equestrian and pedestrian use. All other equestrian easements created and granted either in the subdivision plats or in individual deeds do not grant any easement for

pedestrian use. A separate group of policies, guides and procedures are not enforceable against land owners to the extent they attempt to create any type of easement, including an easement for pedestrian use, that was not granted in either the recorded Declaration, Plats or applicable deeds.

EXHIBIT 2

LaMarra, Mike

From: maryarmijo611 <maryarmijo611@gmail.com>
Sent: Wednesday, July 23, 2025 10:25 PM
To: LaMarra, Mike
Subject: [EXTERNAL] FW: Re: Timberlake Trails - Update with Facts

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Genette Irsik <gmirsik@live.com>
Date: 7/23/25 7:29 PM (GMT-07:00)
To: Timberlake Ranch NM <trlacommunications@timberlakeranchnm.com>, Craig Johnson <trlasecretary@timberlakeranchnm.com>, Diana Ramm <trlavicepresident@timberlakeranchnm.com>, Don Parry <trlacommons@timberlakeranchnm.com>, Joe Martinez <trlaroads@timberlakeranchnm.com>, Judi Murphy <trlatreasurer@timberlakeranchnm.com>, MaryAnn Armijo <trlapresident@timberlakeranchnm.com>
Subject: Re: Timberlake Trails - Update with Facts

Hey guys,

Somehow that group got my email and sent me all that info on the class action suit and tried to recruit me. And, just so you know where I stand here is what I sent them:

Who are you people who are suing Timberlake, and why do you hide and not tell me who you are when I am a member, though you offer to allow me to join your class action suit. And who gave you my email? Your ways of dealing with this, though I agree that easements should be left as they are in the covenants, seem extreme. To remove an entire board who I feel I had a proper opportunity to vote for... Your way of dealing with this leaves me suspicious of you. Come out of the dark into the light. Why would I work with people who hide. I probably would have supported you if you were focusing on the problem at hand which is that the easements and common land should remain and we should be able to use these common lands for hiking as we were told but you have become extremists. I have had a home in Timberlake since 2013, and the board has been so good with the money...the HOA fees have never gone up, but with your lawsuit I'm sure they're going to go up, and it's on YOU. It sounds like you want your people to control the board because you don't come across as people who want to govern for the people, so maybe 3 fingers back at you. Maybe our board isn't perfect, but will you be better than them or worse? Also, I am not part of the Timberlake clique, and yes there is one. And I am not friends with anyone on the board, yet I have always felt they did a good job and I have been happy with everything they do.

Genette Robinson (Irsik)

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From: Timberlake Ranch NM <trlacommunications@timberlakeranchnm.com>

Sent: Friday, April 4, 2025 5:03:36 PM

To: Craig Johnson <trlasecretary@timberlakeranchnm.com>; Diana Ramm <trlavicepresident@timberlakeranchnm.com>; Don Parry <trlacommons@timberlakeranchnm.com>; Joe Martinez <trlaroads@timberlakeranchnm.com>; Judi Murphy <trlatreasurer@timberlakeranchnm.com>; MaryAnn Armijo <trlapresident@timberlakeranchnm.com>; Timberlake Ranch NM <trlacommunications@timberlakeranchnm.com>

Subject: Timberlake Trails - Update with Facts

Timberlake Landowners,

On April 4, a trail survey was sent to landowners regarding the Timberlake Trail. This survey contains inaccurate accusations regarding the motives and actions of the board regarding the construction of the trail. Your TRLA board fully supports completion of our trail. However, easement questions have arisen as to whether some are for use by pedestrians. We have requested clarification by our legal counsel and are awaiting their response.

Please be patient while we do our legal due diligence, which benefits and protects all of us. The trail is a wonderful asset to our community and the TRLA board is dedicated to not only building and improving future sections, but to keeping it from becoming a liability. The trail meeting will be rescheduled once legal counsel has provided their verdict, and everyone is encouraged to attend. The current trail is open and available for your enjoyment.

As your elected Board member, we will only operate on facts, not fiction. Please see the FACTS below surrounding the current drama being played out on FB and with the survey you received this morning that was sent out using an alternative email list and was NOT provide by or endorsed by the current TRLA Board. Receiving only half the facts of which most are speculative and unfounded, good decisions are rarely ever made. I ask that you please gather all the facts, listen to both sides, and then make your own very informed decision. I am also asking you give the TRLA Board the time necessary to receive our response to the legal questions we have asked from the attorney.

Fact 1:

ALL 7 current TRLA Board members support the trails, always have, always will!!!

Fact 2:

TRLA Board has NOT shut the Timberlake Trails System down. It is currently and always will be OPEN for ALL landowners to enjoy at your leisure!!! The TRLA Board has suspended trail maintenance currently. The trail maintenance will be resuming shortly, stay tuned.

Fact 3:

TRLA Board has reached out to our legal counsel with questions regarding the use of easements. LET ME BE CLEAR, the equestrian easements as they are defined on the provided attachments you received with

your survey this morning, clearly mark them as EQUESTRIAN EASEMENTS, this does not include verbiage about the intended use when the agreement between landowner and HOA was signed. The issue is whether the intended use for hikers is allowed or does the easement need to be modified. This will result in additional legal fees to change. This will be another source of contention if the LAW is vague or does not clarify other uses. This is the sticking point and sour note creating all this unnecessary drama and incurring additional legal fees.

Fact 4:

As your elected Board officials, it is our responsible and fiduciary duty, to protect the HOA and its landowners from possible future litigation and liabilities that currently are vague and subject to constant misinterpretation and threat of legal action.

Fact 5:

The board's actions or delays on these issues are to allow time for the legal counsel findings and validation of current Bylaws and CCRs will be promptly shared with the community once we receive from attorneys. This is on their timetable, no one elses.

Fact 6:

Getting landowner input on the April 12 is very important to us. This meeting was cancelled on my (Frank Beissel) recommendation as I did not have all the necessary information to pass on and present to you the landowner. This is to be rescheduled once we have the legal info back from lawyers and my presentation is ready.

Fact 7:

Several landowners have visited county clerk's office in the past few weeks/months and have been impersonating TRLA Board members. No current TRLA Board member, other than the Vice president has visited and asked for warranty deed information and various other documents.

Fact 8:

No landowner funds are being used for one board member's legal counsel. Any landowner involved is seeking their own independent counsel and have the right to choose to do so at their own expense.

Fact 9:

TRLA Board members are receiving nasty, demanding emails that we allow the TRLA website to promote private landowner events. The Board stands firm that NO private landowner events will be promoted by TRLA website (looking at legal and liability issues). This is what FB and NextDoor social platforms were created for and should be used for to promote private landowner events, period. We have also received demanding emails that we provide your private landowner contact info including email addresses and phone numbers for the purpose of marketing to you for such events. With all of today's data breaches, email scams, and or phishing attempts, your digital information is very important to us and as such, we are getting legal counsel advice on the legality of what can and can't be provided in reference to these requests.

Fact 10:

All equestrian easements are open to ALL landowners as well as ALL Commons Areas.

Fact 11:

This is a VOLUNTEER, unpaid position. We are here working FOR you and not against you despite what these few disgruntled landowners' agenda is trying to persuade you to think.

Fact 12:

The TRLA Board is NOT trying to change any of the bylaws or CCR's regarding easements or commons areas. We are validating they are still legal and fluent and protect the HOA and landowner from future liability and or litigation.

Fact 13:

Trust but verify. Give the time necessary for due diligence (fact checking as well as legal)

Fact 14:

The April 12th Trails meeting will be rescheduled once we have legal findings back from attorneys. This is TBD and will be announced at a time of our choosing once we have everything in place to answer all your questions.

Thank you for your time,
TRLA Board - April 2025

Frank Beissel
TRLA Communications Director
www.timberlakeranchnm.com

EXHIBIT 3

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

From: Killarney Martinez <kllarney@msn.com>
Date: July 19, 2025 at 11:15:40 AM MDT
Subject: Fw: News: Class Action lawsuit information filed against TRLA board

From: TRLA trails <trlatrails@gmail.com>
Sent: Saturday, July 19, 2025 11:11 AM
Subject: News: Class Action lawsuit information filed against TRLA board

Notice to all Timberlake Landowner Association members,

This email is to inform all current and recent Timberlake Ranch Landowners Association(TRLA) members of a pending Class Action Complaint for Adjudication of Easement, For Declaratory Judgment, For Injunctive Relief, And For Damages Resulting From Breach of Duty filed against the 2024/2025 Timberlake Ranch Landowners Board of Directors and the HOA. The case number is D-1333-CV-202500156. A copy of the complaint is attached below.

The goal of this action is

- **the removal of the 2024/2025 Board Members and to hold a new election with full transparency of the selection for nomination committee and election committee following all governing documents and state laws**
- **an injunction to allow all landowners in good standing the right to use the common areas including the equestrian easements as per the HOA governing documents**

Why: As outlined in detail in the class action complaint, when the actions taken by our Board of Directors allegedly begin to:

- show a total and willful neglect of respect for the governing documents and state laws,
- have undisclosed conflicts of interest,
- are self-dealing,
- manipulate elections through lack of transparency and targeted harassment of candidates,

trust is irreparably destroyed. The Trail System was attacked and years of history of support and actions by previous Boards along with dedicated volunteers to protect Common areas were ignored. The Board of Directors should represent all members as required by New Mexico state law, not just themselves and/or a selective few. Actions taken that help the few at the expense of the whole may be a form of cronyism and could be contrary to the law..

Several attempts have been made to discuss all these different issues with the board members to no avail. Over the past several months, meetings for discussion have been canceled by the board and our questions have been ignored time and time again.

Why not just recall board members?

Chances of recalling board members is slim. As stated above, the 2024-25 Board is alleged to have shown to have total neglect of respect for the governing documents and state law. We believe the board has manipulated elections through lack of transparency. The same Board actions will most likely take place with a recall process.

Summary of key points of the class action complaint are as follows (and all of the following are merely allegations we intend to prove in Court or otherwise resolve through our community bylaws):

1. Failure of the board directors to put all landowners rights above individual landowner rights (self-dealing).
2. Prohibiting previously board-approved rules and regulations for use of the commons areas and plans to complete a trail system in the commons, prohibiting landowner access to the common areas including equestrian easements in conflict with landowner rights as per the TRLA Bylaws.
3. Interfering with the nomination and election process (2024 & 2025) through undisclosed conflict of interest, changing rules for candidate vetting without an open meeting discussion as required by the Amended Covenants, Conditions and Restrictions and intimidation of potential candidates.
4. The forging of a signature on tax petitions which caused the tax petitions to be rejected resulting in the HOA being unable to have a lower property tax on 2 sections of TRLA common area land.
5. Attorney expenses paid with landowner dues to pursue the possible closure of equestrian easements to hikers instead of defending the right of all landowners to use them as per our Bylaws.
6. Selective enforcement of CC&R rules as demonstrated by attempting to disqualify a board candidate, but absolving nomination/election committee members to be accountable for the same tenets of the CC&Rs and being members not in good standing
7. Board members colluding together to retaliate against landowner due to landowner writing a CC&R complaint against board member.
8. Breach of duty regarding maintenance of the commons area- Mr. Schali applied and received 2 mitigation grants (70%-30% shared cost) worth \$9500 each for 10

acre parcels, one in the 23/24 budget year and again in the 24/25 calendar year. The board received qualified bids both years but our board did not act on those bids, resulting in the loss of the \$9500 in grant money. To date, there has been no action taken by the board in any board of directors meeting in the 24/25 budget year even though mitigation of common areas and landowner lots is the second highest priority after road maintenance among landowners according to the landowner survey done in 2023. Having an active wildfire mitigation program allowed TRLA to renew the HOA liability insurance policy which otherwise would not have been renewed and current inaction could lead to nonrenewal of the policy.

9. The board tried to cancel the chipping day event on June 4th stating that “licensed” contractors other than Mike Rebb, who got the grant as a member of the mitigation committee, would be allowed to host the event and would not support the chipping day even though past boards and other HOA’s enthusiastically support community chipping days and the reduction of fuel for wildfires.

**If you are interested in potentially joining this action as a class member, then please provide us with your current email and mailing address and we will keep you informed of the progress of the case.*

EXHIBIT 4

Exhibit C to Class Action Complaint

RULES AND REGULATIONS OF COMMON AREAS

Common areas (THE COMMONS) are those areas and structures that are shared among the TRLA Landowners, that are not part of any property owner's tract of land. Responsibility and stewardship for common areas lie with Timberlake Ranch Landowners Association and by virtue their elected representatives (TRLA Board of Directors).

GENERAL COMMON RULES

Firewood: TRLA Forest Stewardship Plan is the guiding document for maintaining and preserving the commons- *Only board approved licensed and insured contractors are allowed to perform any cutting and removal of timber, this includes both standing and fallen trees.* **EXCEPTION**: TRLA roads/easements which are considered part of the Commons sometimes have trees in the easements and should not require licensed contractors to remove them.

Conservation: Timberlake has a pristine common forest, and we want to keep it that way. The trail provides easy access into the forest, but it also generates more traffic. Staying on the trails to the extent possible will allow you to enjoy the forest while limiting damage. It is permitted to walk off the trails to explore, but keep in mind that your footsteps do have a cumulative impact.

Smoking: Smoking is not permitted in the Commons. **EXCEPTION**: TIMBERLAKE COMMUNITY CENTER GROUNDS

Hunting: Hunting, target shooting or discharge of any firearm, including air gun, BB gun, paintball gun, bow and arrow, or similar device is not permitted.

TRAIL RULES & EQUESTRIAN GUIDELINES

Private Trails: Timberlake trails are solely for the use and enjoyment of TRLA members and their guests. Public access is not permitted, and outside users should be reported to the HOA and/or county sheriff. Our trails are private and do not connect to public trails outside Timberlake. Tenant(s) do not have any right to accessor use of the common areas.

Parking: Parking is limited at each trail head. Please park off to the side so as not to block the road.

Easements: Follow marked routes while traveling through access easements which are posted. Easement access and trails are limited to daytime hours. Trespassing is prohibited on private property. Please respect your neighbors' property and privacy at all times.

Users: Trail use is limited to equestrians, hikers, and joggers for daytime use. Mountain bikes and electric bikes are not permitted.

ATV's/OHV's: ATV's/ OHV's/Motorized Vehicles are expressly prohibited on trails and anywhere within the TRLA Commons. **EXCEPTION**: Roads. See "Summary of Off Highway Vehicle (OHV) Laws and Rules

Right of Way: Horses have the right-of-way on trails.

Equestrians: Equestrians are requested to sweep their manure off the trail. Not all trails are suitable for horses.

Dogs: Dogs are permitted on the trail, provided they are under direct control of owner at all times. Please leash your dog well in advance if equestrians are on the trail. Pet waste must be removed from trail. See Cibola/McKinley "Animal Control Regulations".

Wildlife: Do not approach, feed or disturb the wildlife. Be cautious of aggressive wildlife.

Food and Beverages: Food and non-alcoholic beverages are allowed; however, glass containers are not permitted.

Trash: All trash must be taken with you when you leave. "If you can pack it in full, you can pack it out empty".

Campfires: Fires are not permitted in the **common area** or anywhere along the trails regardless of burn ban status. **EXCEPTION**: Burn Pile(s) to the south of the Ranch House/Equipment Building in the Common area.

Smoking: Smoking is not permitted on the trails.

Safety: Use of the trails is at **your own risk**. Be aware that cell phone service is limited.

Conduct: Trail users are responsible for their conduct and that of their children, guests and animals. Members will be held responsible for violations of the rules, including any damage or cleanup costs caused by them or their children, guests or pets.

Leave No Trace: HOA encourages landowners to be mindful of Leave No Trace principles as they explore our pristine forest. Visit Int.org/why/7-principles on the web to learn more.

TRLA EQUESTRIAN EASEMENT & GUIDELINES/ETIQUETTE

(For horseback riders and hikers only)

Presently, there are four horse easements that are marked with a post (marked with a horseshoe on top and "Trail" below) that lead to the Common Areas along the cliffs. There is also access off of Yucca & Cedar (no easement – it goes directly into the Common Area). To the north, there is access from two locations on Black Bear that lead to the National Forest: one is a marked easement, the other is where the road borders the National Forest. Maps of the easements as well as these guidelines can be obtained from the Timberlake website (www.trnews.info).

There are also several easements in Cloh Chin Toh that have not been marked. These easements access the horse pasture and Common Area to the east of Timberlake Road. As soon as more easements are marked, we will provide the information on the website, etc.

Please notify trlacommons@gmail.com if it appears that an area in one of these easements or Common Areas becomes unsafe (water has washed out several areas). **If unsafe, please go back the way you came into the area instead of crossing private property. We need to be respectful of everyone's property.**

Highlights are:

1. Equestrian easements are specifically for horses and hikers. No trail bikes or motorized vehicles are allowed.
2. Horseback riders should “always” stay on the trail – **respect private property**.
3. Private property owners can help horseback riders by clearly marking their property boundaries. Horseback riders do not “intentionally” trespass, but can occasionally get off the trail, especially if an area has eroded because of rain washing away an area. According to NMSA 1978 30-14-1: No Trespassing signs:
 - a. Must be printed legibly in English.
 - b. They must be at least 144 square inches in size.
 - c. They must contain the name and address of the person under whose authority the property is posted.
 - d. They must be placed at each roadway or apparent ways of access onto the property, in addition to the posting of the boundaries.
 - e. If the property is not fenced, such notices shall be posted every 500 feet along the exterior boundaries.
4. Although horses are large animals, they can be easily startled by a bicycle, ATV, animal, etc. When coming upon a rider, verbal contact with the rider and horse is always a good idea to make sure it is safe to pass. There is a **50’ road easement**. Riding in bar ditches is appropriate to ensure that everyone can stay safe.
5. Slowest traffic (hikers or horseback riders) should always stay on the right and all faster traffic should stay right and pass only on the left (where and when possible).
6. Horse Easement entrances are marked with posts with horseshoes on the top. The Black Bear Easement is an open field from the road back to the Forest - ride straight back from the road.
7. **Equestrian Easements are 10’ in McKinley County**. If there are brushy areas, to go around/or thru, the 10’ easement should still be sufficient.
8. Horse owners should “know their horse”. If your horse spooks easily, don’t ride in unfamiliar areas (where animals or vehicles could create a skittish atmosphere).
9. If your horse is known to kick, put a red ribbon in its tail. Also, if riding in a group discuss any problems you may have with everyone before going out on the trail.
10. Don’t trash Mother Nature. Hikers and riders enjoy nature and beautiful surroundings, so if you can pack it in full, you can pack it out empty.

11. Leave gates as you found them. This is a universal rule in the country. Many trail areas double as cow pastures, so always leave the gate as you found them (this applies more to the Forest Road 157 area).

A cedar fence was built by the entrance to the Ranch House. It was placed in that location to prevent people from driving over the new septic system. Instead of riding your horse in-between this fence and the new Community Ranch House sign, we are encouraging everyone to ride thru the gate that goes towards the brush pile. (Your key to the lake and bath house also can be used for this gate). You can still ride around to the south side of the Ranch House and tie your horse to the outside of the fence (if you are sure that your horse won't spook and pull back and potentially damage the fence) while you are visiting the Ranch House. Please stay away from the Ranch House lawn as much as possible because we don't need any extra "fertilizer" while picnics and other activities are being held at the Ranch House.

NOTES REFERRING TO EQUESTRIAN EASEMENTS

All easements are 10' wide in McKinley County except for the first one off of Black Bear and Pinion (it is 20'). Side road easements in Cibola 1 and 2 and McKinley 1-10 are 50'. CCT is 40'. The main road is 70' except in "No Man's Land" which is 100'. As you are driving into Timberlake, "No Man's Land" is from the cattle guard right past the Forest Road 157 turnoff, to the mailboxes by the Volunteer Fire Dept.

Directions are from the roads going back to the power line at the back of the property. Reverse the direction if you are back by the power line and going in towards the road access.

1. Culebra – at the present time, this easement can only be accessed if you are riding/hiking to the north. It is not possible to go towards the lake because of private property in the Woodland Lakes development (west and south of the trailhead). GPS reading is n35 10.719 and w108 29.159.
2. Elk – property stake is to the left of the trailhead post. Easement is 10' to the right of the property stake and goes back to the power line. GPS reading is n35 11.377 and w108 29.749.
3. Aspen Loop – property stake is to the right of the trailhead post. Easement is 10' to the left of the property stake. GPS reading is n35 11.844 and w108 30.046.
4. Cottonwood Loop – property stake is to the right of the trailhead post. Easement is 10' to the left of the property stake. GPS reading is n35 12.041 and w108 30.118 (currently labeled Cedar Road in Google Maps, but we are trying to get them to correct their map).
5. Yucca – Yucca trailhead has parking and a horseshoe post. GPS reading is n35 12.380 and w108 30.365.
6. Black Bear & Pinion – this is a 20' easement (10' on each side of the trailhead post). GPS reading is n35 12.892 and w108.548.
7. Black Bear – I believe this is a 10' easement (5' on each side of the trailhead post). Go back towards the woods and angle to the right. It's better for hiking since it turns into a really rocky area, so it's not a good horse trail. GPS reading is n35 12.762 and w 108 29.162.

ELECTRICAL EASEMENTS:

Electrical easements are 20' wide – ten feet each side of property line. No equestrian, hikers or vehicle use allowed within the easement. Utility easements are restricted to use by the utility company.

EXHIBIT 5

WARRANTY DEED

RAMAH LAKE VENTURE

for consideration paid, grant.S
to LARRY E. DAVIS and R. RENEE DAVIS, his wife and JOSEPH CHAVEZ and CAROL S.
CHAVEZ, his wife (Chavez and Davis as TENANTS IN COMMON)

whose address is P. O. Box 308, Bernalillo, New Mexico

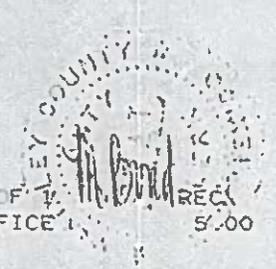
the following described real estate in McKinley County, New Mexico:

Lot numbered Forty-five (45) in Block numbered Fourteen (14) of
TIMBERLAKE RANCH, Unit 6, a subdivision in McKinley County, New
Mexico, as the same is shown and designated on the plat thereof
filed in the office of the County Clerk of McKinley County, New
Mexico on August 22, 1979.

SUBJECT TO: Reservations and Patent Reservations of record; Easements and
Rights-of-way of record; Restrictions of record and Taxes for current and
Subsequent years.

EXCEPTING and RESERVING therefrom, an Equestrian Easement, Ten feet in
width, lying along the south boundary of Lot 45, Block 14, Timberlake
Ranch, Unit 6.

268187 B-9 P-8132 02/22/96 03:49P PG 1 OF 1
CAROL K. SLOAN MCKINLEY COUNTY CLERK'S OFFICE 5.00 2.00

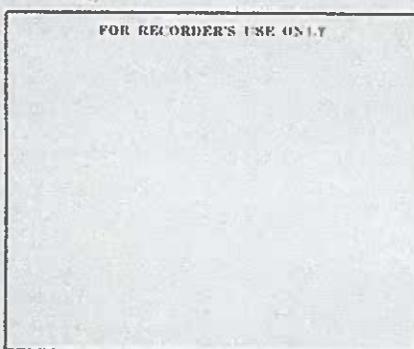


with warranty covenants.
WITNESS my hand and seal this 8th day of May, 1981.

RAMAH LAKE VENTURE (Seal)
By Mario Sanchez (Seal)
Mario Sanchez (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF Valencia } ss.
The foregoing instrument was acknowledged before me this 8th day of May, 1981.
by Mario Sanchez (Name or Names of Person or Persons Acknowledging)
My commission expires: 11-9-82
Francis White (Notary Public)



ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }
COUNTY OF } ss.
The foregoing instrument was acknowledged before me this _____
day of _____, 19____.
by _____ (Name of Officer)
_____ of _____ (Name of Corporation Acknowledging)
a _____ corporation, on behalf of said corporation.
My commission expires: _____
(Seal) _____ (Notary Public)

WARRANTY DEED (Joint Tenant)

LAWRENCE PERALEZ and BARBARA CHAVEZ (fka Barbara Peralez) husband and wife

for consideration paid, grant

to STEVEN C. WILLS

whose address is 8000 N. Suwannee, Tucson, AZ 85741

and NANCY S. WILLS, husband and wife

whose address is 8000 N. Suwannee, Tucson, AZ 85741

as joint tenants the following described real estate in McKinley County, New Mexico:

Lot numbered Sixty-one (61) in Block numbered Fourteen (14) of **TIMBERLAKE RANCH SUBDIVISION UNIT SEVEN (7)**, a subdivision in McKinley County, New Mexico, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of McKinley County, New Mexico on August 22, 1979.

SUBJECT TO: Reservations and patent reservations, easements, rights-of-way and agreements for ingress and egress; restrictions and covenants; rights of the Timberlake Ranch Landowners' Association, a New Mexico nonprofit corporation as provided in the Articles of Incorporation, dated April 25, 1986, and filed with the New Mexico State Corporation Commission on May 9, 1986, and the Bylaws of Timberlake Ranch Landowners' Association, dated May 12, 1986, and filed with the New Mexico State Corporation Commission on May 23, 1986; all oil, gas and other minerals, mining claims and mineral leases held by third persons under valid reservations, conveyances, leases or claims; water and ditch rights and easements; the rights and liens of any assessing water or utility district; body or unit.

Reserving an equestrian easement, ten feet in width along the Western boundary, as contained in Deed from Ramah Lake Venture to Lawrence Peralez and Barbara Peralez recorded March 7, 2002 in Book 18 Comp., page 1076, No. 300,009 in the office of the County Clerk of McKinley County, New Mexico.



303377 11/04/2002 11:09A DEED
1of3 B19 P2272 R 13.00 D 0.00
McKinley County, Carol K. Sloan - County Clerk

with warranty covenants.

Witness our hands and seal this 25th day of October, 2002

LAWRENCE PERALEZ (Seal)

BARBARA CHAVEZ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

CALIFORNIA
STATE OF ~~NEW MEXICO~~)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on October, 2002

by Barbara Chavez (fka Barbara Peralez) a married woman,

My commission expires:
(Seal)

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____

by _____ (NAME OF OFFICER)

_____ of _____ (CORPORATION ACKNOWLEDGEMENT)

a _____ (STATE OF INCORPORATION) corporation, on behalf of said corporation.

FOR RECORDER'S USE ONLY

WARRANTY DEED (Joint Tenants)

Jeannette N. Troy, a widow

_____, for consideration paid, grants to John R. Lashley and Dawn L. Lashley, husband and wife, whose address is 6262 N Camino Verde, Tucson, AZ 85743, as joint tenants the following described real estate in MCKINLEY County, New Mexico:

Lot Fourteen (14) in Block Fourteen (14) of TIMBERLAKE RANCH UNIT FOUR (4), a Subdivision in McKinley County, New Mexico, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of McKinley County, New Mexico on August 22, 1979.

SUBJECT TO All minerals and all rights incident thereto as reserved to the State of New Mexico in the Patent recorded in the office of the County Clerk of McKinley County, New Mexico in Book 13 Deeds, page 408.

SUBJECT TO Reservation of Easements contained in the Warranty Deed from the Atlantic and Pacific Railroad Company, to Cibola Cattle Company, recorded November 8, 1890 in Book A-9, page 277, records of Valencia County, New Mexico.

SUBJECT TO Restrictive Covenants contained in Disclosure Statement for Timberlake Ranch recorded August 22, 1979 in Book 75 Misc., pages 361-463, No. 190,948; said Restrictive Covenants actually appear at pages 419-427 and are unsigned; said Restrictive Covenants were then recorded as a separate document title "Declaration of Covenants, Conditions, and Restrictions for Timberlake Subdivision McKinley County, New Mexico & Valencia County, New Mexico" on July 2, 1981 in Book 79 Misc., Pages 260-268, No. 201,642, all records of the Clerk of McKinley County, New Mexico..

SUBJECT TO Articles of Incorporation any By-Laws of the Timberlake Ranch Landowners Associates recorded May 2, 1989 in Book 94 Misc., pages 521-579, No. 236,671.

SUBJECT TO Subdivision Regulations adopted by McKinley County Board of Commissioners recorded on March 28, 1997 in Book 11 Comp., pages 847-962, No. 274,140.

SUBJECT TO Easements as shown on the Subdivision plat recorded August 22, 1979.

SUBJECT TO Equestrian Easement along the Northwest boundary Ten Feet (10') in width, as contained in the Warranty Deed for the Developer, recorded on July 11, 2000 in Book 15 Comp., page 4680, No. 291,041 in the office of the County Clerk of McKinley County, New Mexico.

with warranty covenants.

WITNESS my hand and seal this 17 day of August, 2006.

_____(Seal)

Jeannette N. Troy (Seal) Jeannette N. Troy

Individual Capacity:

State of Arizona)) SS. County of Maricopa)

This instrument was acknowledged before me on the 17 day of August, 2006, by Jeannette N. Troy.

My commission expires:

Kathleen M. Surface Notary Public

(Seal)



RETURN TO:

G & P Inc., dba Gallup Title Company
308 S. 2nd Street
Gallup, NM 87301

WARRANTY DEED

The Dougherty-Anderson Trust, for consideration paid, grants to Joyce E. Kramer, a single woman, whose address is P.O. Box 493, Cedaredge, CO 81413, the following described real estate in McKinley County, New Mexico:

Lot Twenty Nine (29) in Block Fourteen (14) of TIMBERLAKE RANCH SUBDIVISION UNIT FIVE (5), as the same is shown and designated on the Plat of said subdivision filed in the office of the County Clerk of McKinley County, New Mexico on August 22, 1979.

SUBJECT TO All minerals and all rights incident thereto as reserved to the State of New Mexico in the Patent, recorded in the office of the County Clerk of McKinley County, New Mexico in Book 13 Deeds, Page 408.

SUBJECT TO Reservations of easements contained in the Warranty Deed from the Atlantic and Pacific Railroad Company, to Cibola Cattle Company, recorded November 8, 1890 in Book A-9, Page 277, records of Valencia County, New Mexico.

SUBJECT TO Restrictive Covenants contained in Disclosure Statement for Timberlake Ranch recorded August 22, 1979 in Book 75 Miscellaneous, Page 361-463, Reception No. 190,948; said Restrictive Covenants actually appear at Pages 419-427 and are unsigned; said Restrictive Covenants were then recorded as a separate document title "Declaration of Covenants, Conditions and Restrictions for Timberlake Subdivision McKinley County, New Mexico & Valencia County, New Mexico" on July 2, 1981 in Book 79 Misc., Pages 260-268, Reception No. 201,642, Amended Restriction Covenants recorded September 23, 2009 at Doc# 346236, all records of the County Clerk of McKinley County, New Mexico; but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 43 USC 3604.

SUBJECT TO Articles of Incorporation and By-laws of the Timberlake Ranch Landowners Associates, recorded May 2, 1989 in Book 94 Misc., Pages 521-579, No. 236,671.

SUBJECT TO Subdivision Regulations adopted by McKinley County Board of Commissioners recorded on March 28, 1997 in Book 11 Comp., Pages 847-962, No. 274,140.

SUBJECT TO Easements as referenced on Subdivision Plat, recorded August 22, 1979.

SUBJECT TO Equestrian Easements Ten feet (10') in width along the Northern Boundary of Lot 29, Block 14, Timberlake Ranch, Unit 5, as reserved in Real Estate Contract, recorded in the office of the County Clerk of McKinley County, New Mexico on February 9, 1982 in Book 80 Misc., Page 694.

SUBJECT TO Notice of Homeowner's Association recorded May 13, 2014 at Doc# 367250.

SUBJECT TO All other Easements, Conditions, Restrictions and Reservations of record or in existence with warranty covenants.

Witness the hand and seal this 31st day of July, 2018.

THE DOUGHERTY-ANDERSON TRUST

By: *John L. Dougherty* (SEAL)
John L. Dougherty, Trustee

By: *Michelle A. Anderson* (SEAL)
Michelle A. Anderson, Trustee

STATE OF NEW MEXICO
COUNTY OF MCKINLEY

} ss

This instrument was acknowledged before me on July 31, 2018, by **John L. Dougherty and Michelle A. Anderson, Trustees of The Dougherty-Anderson Trust.**

Notary Public

My Commission Expires: _____

EXHIBIT 6

Board Member Showed Off His Sign To Be Posted Next Week On The Easements Stating "Equestrians only-NO HIKERS"

**'He Stated That Landowners Are Within Their Rights To Call The Sheriff On Individuals'
Friends of the Trails Newsletter V**

By Friends of the Trails, available upon request to trlatrails@gmail.com not board approved

Time to Speak Up For Hiker Access To Easements and Trails Before It's Gone

The attorney representing the Timberlake Landowners in the class action suit is requesting letters from Landowners who feel impacted by the Boards recent decisions to exclude hikers on easements which limits access to the new trail system. We are looking for landowners letters that explain how they feel about the recent changes to access to the equestrian easements and development of hiking trails, and how it effects how they feel about Timberlake. These would be sent to the court to preserve access to the Commons and equestrian easements. It would be helpful if some folks who wrote letters would be willing to testify in Cibola court. Letters are appreciated with or without testifying. Our lawyer said get as many letters you can. Please send all correspondence to: trlatrails@gmail.com

The Board Is Installing Signs Forbidding Pedestrians On Equestrian Easements To Commons Trails Without A Court Decision Which Shows The Need For The Lawsuit Against The Board

The first right of every landowner in TRLA is access to all common areas which is stated in the Bylaws. The Boards duty is to care for the easements and Commons and to defend our Rights in the Bylaws. That the Board is limiting the equestrian easements/rights of way to horse riders only based on a lawyers opinion rather than a legal court decision is arbitrary . A 'memo' from a lawyer is not a court decision. Our legal system works by weighing two sides. A few members of Friends of the Trails have filed a suit to protect pedestrians in TRLA. The Board has made a decision and taken action against hikers without letting the legal process go forward. Everyone is allowed their day in court in a democracy. The easements have been open continuously for the 20 years I have lived here, to hikers and equestrians as stated in the Commons Rules since 2007. That the Board would hire one lawyer paid for with our dues to take access away from pedestrian hikers without hearing full legal arguments is an affront to the law and to over 565 landowners who enjoy the Commons on foot and who live here for recreational purposes . The Board is ruling for 1%, and for the one board member who has an easement on their property instead of for the 99% who are pedestrian hikers and equestrians who want safe trails.



Scouting for the main trail From Elk to Culebra about 5 miles round trip from Cedar or Yucca. 1.5 mile round trip from Elk Easement.

The Board said you can access the new Timberlake Point Trail from Yucca or Cedar.

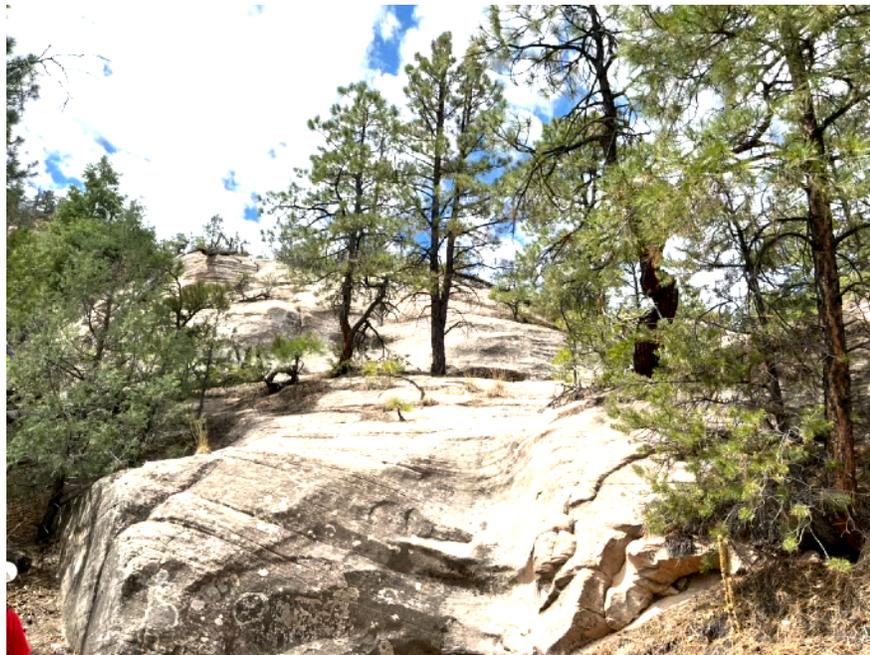
Very few of the average 70 year old TRLA landowners would be physically able to accomplish this given the switchbacks and incline hiking combined with the distance to the Timberlake Point trailhead which is about 5 miles, round trip to Yucca or Cedar, the only entrance and exit available to hikers.

By eliminating pedestrian access on the easements you are making most of the Commons, unavailable to the average 70 year old who lives in Timberlake, due to the distance from Yucca/Cedar.

The photos above and below note the distances from the Cedar/Yucca point, the only Board approved trail entry for hikers, verses the round trip points from the equestrian easements previously used by hikers and equestrians since TRLA was established by the original Timberlake developers.



Watching the sunrise at Timberlake Point . This is 5 miles, round trip from Cedar Trail head, The Boards preferred route. From the Elk or Aspen Easements it is 2.34 miles round trip, which the Trails Committee cleared.



Near Culebra, 9 miles round trip from Cedar Yucca the Board approved access, about 1.5 miles round trip from Culebra. The end point of the current trail, the midpoint of the planned trail.



“This section is buildable, but only makes sense as the last extension of a continuous 9-mile private trail. There is a rocky viewpoint that is worthy of a side trail. I wonder if anyone has ever been there in 50 years this subdivision has existed.”
Greg Brookes

This is @ 18 miles, round trip from Cedar access at one end of the trail. This would have to be accessed from a trail built to the Ramah Lake where there is a road to make it accessible, which was the intention of the previous boards. The current Board would have to change their policies to make this happen, due to stop work orders, and the new ‘no hikers’ policy on the trail easements, which discourages hikers and volunteers due to the hiking distance, and the possibility of being accused of trespassing by neighbors and the sheriff .

Three Reactions From The Most Recent Board Meeting 'Nothing Says Building Community Like Having Your Neighbors Allegedly Arrested For Hiking On Easements They've Used For The Past 30 Years'

"Listening to their comments throughout the meeting, I felt that they were purposely trying to incense landowners against the bringers of the lawsuits (just my gut reaction as someone who has never been to a board meeting before). From the treasurer's report at the beginning to the board comments at the end, every comment about increase of dues was immediately blamed on the bringers of lawsuits (followed by other variables that might contribute to higher costs (ie: increased price of gravel, other supplies & necessities). Personally, I felt like they're painting a target.

Summary of meeting (as far as what I think pertains specifically to this lovely group): Biessel proudly showed off his sign (1 of 10) to be posted next week on the easements stating "Equestrian only-NO HIKERS". He stated that landowners are within their rights to call the sheriff on individuals who used the easements without a horse. I was also saddened to hear him state that no further creation of the trail would take place until the lawsuits were resolved."

"The Board is the only board in about sixteen years that has been sued for something other than a foreclosure issue. This is the first time that TRLA has been sued twice in a seven month period for a non foreclosure issue, due to allegedly not following the CC&Rs , Bylaws, or NM state law. The Board is still allegedly acting outside of the law since they are telling landowners they can call the sheriff on hikers on easements for trespassing when no court has made a decision on the matter. If they wanted to save money they could settle with the plaintive and the court as soon as possible. Nothing says building community like having your neighbors allegedly arrested for using easements they've been using for the last 30 years. There is such a thing as cause and effect. They also have admitted they think they can listen to two landowners at the expense of 500 others. Rising insurance is due to the Board allegedly outlawing hikers on easements and allegedly denying them access to most of the Commons, which is the first right of every landowner, making candidates members not in good standing by falsely accusing them, to keep them off the ballot, for the Board delaying fire mitigation which they were warned about years ago, and the Board asking the insurance to pay for a lawyer to defend them twice in one year. 'Sometimes the only way is through. I appreciate you all. Thanks for your intrepid reporting, I could not do a newsletter without you."

"Why are landowners allowing the board to increase our dues?"

At the board meeting Sept. 20th the board members spent the entire meeting blaming the bringers of the lawsuits for the upcoming increases in landowner dues.

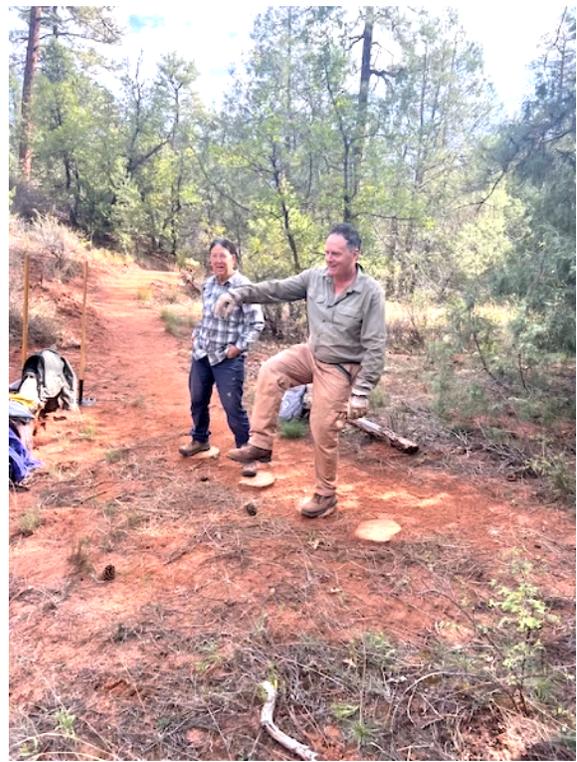
Nothing could be further from the truth!!

The simple fact is the current board members have allegedly broken so many State of New Mexico HOA laws, we have lost count. Due to the board members' constant alleged violations of State law, their liability insurance company has allegedly categorized them as a "major risk" and have tripled their rates.

Insurance companies taking advantage of their clients' incompetence is cutthroat business. Welcome to capitalism!

The board has no one to blame but themselves. Using the bringers of the lawsuits as a scapegoat and purposely keeping landowners in the dark is their current strategy.

Why are landowners allowing the board to raise our dues for their alleged personal board violations? Landowners should vote that the board may not increase our dues. The board should pay for their own violations out-of-pocket. This is not the landowners **burden.** "



Trail Committee and Volunteers Repairing Muddy Damage To Trail

Thank you Greg Brookes, Rose Carlson, and ShirI Henderson for putting logs ends down to repair a muddy part of the trail so people can walk without getting muddy. More than 80 hours of work is still needed to repair the Timberlake Trail and the forest near Cottonwood. Someone entered the Commons on an ATV off a private property, trespassing and causing extensive damage to the new trail and the forest itself. It would be helpful if we had volunteers in addition to the trail builders to contribute to the forest clean up as the damage is extensive to the forest as well. ATVs and any other mechanical vehicles are not allowed in the Commons to prevent damaging the Commons and causing fire. Please spread the word to save the trail from unnecessary damage, and additional labor by the trail crew to correct the situation.

Editor's Note: All trail work has been stopped once again, we had a few month window of work out of the last 14-15 months which has sadly ended. The Board claims the reason is due to the lawsuit to protect hiker access on easements and trails. We need a change in the board to finish the trail, and to be able to treat candidates fairly so they want to run, and be able to ask candidates questions about policies with ample time to vote online so we know who we are voting for .

Thank you Katherine Teleki for your very generous support of the TRLA trail builders and Friends of the Trails for the three McLeods.



These videos are for trail building school and for how to use these and other hand tools to help build our beautiful TRLA Trail.

