

STATE OF NEW MEXICO  
COUNTY OF CIBOLA  
THIRTEENTH JUDICIAL DISTRICT COURT

RONALD 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.

**CLASS ACTION COMPLAINT FOR ADJUDICATION OF EASEMENT,  
FOR DECLARATORY JUDGMENT, FOR INJUNCTIVE RELIEF, AND  
FOR DAMAGES RESULTING FROM BREACH OF DUTY**

**COME NOW** Plaintiffs Ronald Schali, Mike Rebb, Linda Pedersen, and Danny Montoya, as individuals, and on behalf of those similarly situated, and for their Complaint, the Plaintiffs hereby state and allege the following. Unless otherwise noted, these allegations are based on the personal knowledge of Plaintiffs and on the investigation of Plaintiffs' counsel.

**INTRODUCTION**

1. This Complaint concerns the alleged wrongful denial of access to certain trails within the Timberlake Ranch community and the alleged breach of duty on the part of the Timberlake Ranch Landowners Association (the "Association"), and its Board of Directors (the "Board"), to uphold various requirements of the Amended & Restated Bylaws of Timberlake Ranch

Landowners Association (the “Bylaws”) and the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Timberlake Ranch (the “CCRs”).

2. Located in the beautiful, forested hills north of Ramah, New Mexico, the Timberlake Ranch community is a rural subdivision consisting of 1,200 acres of common land and 743 lots subject to CCRs that impose limits on the use or occupancy of lands within the community.<sup>1</sup> Featuring common areas that include a lake, equestrian trails, hiking trails, and a community center, the community draws landowners who wish to enjoy outdoor recreational activities and a rural lifestyle.

3. A significant feature of the Timberlake Ranch community is its planned Timberlake Trails System. Partially completed as of April 2025, the Timberlake Trail System is intended to provide a series of multi-use trails for residents of the Timberlake Ranch community and its guests. Built or planned to be built along a series of equestrian easements running through both common lands and individually owned lots, the several miles of trails will offer extraordinary views in a private outdoor space.<sup>2</sup>

4. It is, unfortunately, the creation and use of this outdoor trail system that has led to the present litigation and a need for judicial intervention, in what Plaintiffs allege is only the latest in a long series of abuses perpetrated by the current (and some past) board members of the Timberlake Ranch Landowners Association. Although the Timberlake Trails System is built along “equestrian” easements, the system was originally conceived of and approved by a past Board of Directors for multiple uses, including hiking and other outdoor recreational activities—not simply horseback riding.

5. To the dismay of the Plaintiffs, who use and enjoy the common areas and outdoor trails the community offers, at least one, and possibly more, landowners within the community have taken an overly-literal interpretation of the “equestrian” easement, construing its usage to mean that the trails can be used *only* for horseback riding, even though other rules and regulations adopted by the Association expressly allow use of the equestrian easements for other purposes, including hiking.

6. Unfortunately, this interpretation seems to have gained traction amongst the Association’s Board of Directors, who have stopped work on the Timberlake Trails System

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<sup>1</sup> See <https://timberlakeranchnm.com/about-the-community> (accessed 5/23/25)

<sup>2</sup> See <https://timberlakeranchnm.com/timberlake-trail> (accessed 5/23/25)

pending their additional review of the question, even though the community, by and through past Boards and their actions, have already decided that the Timberlake Trails System is intended for multiple uses and should be completed and used as such.

7. Worse, the Board's recent decision is only the latest in a series of misapplications, misunderstandings, or outright abuses of either or both the Bylaws and CCRs, which will be described in further detail below with respect to each of the Plaintiffs. Although the use and enjoyment of the Timberlake Trails System is an important and valuable property right that Plaintiffs allege is being infringed, it is only the latest such infringement on the individual and collective rights and interests of the Timberlake Ranch landowners and has served as a catalyst for the present litigation.

8. Accordingly, the Plaintiffs bring the present action to seek declaratory and injunctive relief for the proper use and completion of the Timberlake Trails System, and to promote good governance and the fair and consistent application of the Bylaws and CCRs, through the appointment of a new board of directors, for the benefit and on behalf of all Timberlake Ranch Landowners and their common interests.

### **PARTIES AND JURISDICTION**

9. Plaintiffs Ronald Schali, Mike Rebb, Linda Pedersen, and Danny Montoya are all landowners in the Timberlake Ranch community. Each Plaintiff owns property subject to the governance of the Timberlake Ranch Landowners Association, its Bylaws, and its CCRs. Accordingly, each Plaintiff is a "Member" and are collectively "Members" of the Association as that term is used in the Bylaws and CCRs (together, these are the Association's "Governing Documents").

10. Defendant Timberlake Ranch Landowners Association is a New Mexico Non-Profit Corporation with its principal offices or headquarters in Ramah New Mexico.<sup>3</sup> The lands subject to the Association's control and governance are contiguous and stretch across both McKinley County and Cibola County, in the State of New Mexico.

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<sup>3</sup> The Association's principal offices, located at the Timberlake Community Ranch House, Timberlake Ranch, 63 Lakeview Drive, Ramah, NM 87321, are situated on the county line between McKinley and Cibola Counties. While the majority of the property appears to be on the McKinley County side, at least one of the Plaintiffs understands this address to be considered as located in Cibola County.

11. The Association is also a “homeowner association” or “association” as that term is used in the New Mexico Homeowner Association Act, NMSA 1978, Section 47-1-1, *et. seq.*

12. The Defendant Board of Directors for the Timberlake Ranch Landowners Association refers to all natural persons who were board members designated to act on behalf of the Association pertaining to the events described in this Class Action Complaint. Specifically, this Class Action Complaint, in using the term “Board of Directors,” refers to those persons who served or acted as Directors for the June 2024 to May 2025 term.

13. The alleged facts and events that are the subject of this Complaint occurred or arose out of activities engaged in by the Defendants, and these activities occurred within, affected, and emanated from both the County of McKinley and the County of Cibola, State of New Mexico, because the Association and its Board of Directors engaged in alleged actions and inactions that affected real property and persons in both McKinley County and Cibola County .

14. Venue is therefore proper in Cibola County because the cause of action arose in Cibola County and, to the extent an interest in lands is at issue in this proceeding, this action may be brought in any county in which a portion of the lands are situated. *See* NMSA 1978, Section 38-3-1(A) and 38-3-1(D).

15. Personal jurisdiction of all parties, subject matter jurisdiction, and venue are therefore present and proper in this Court.

#### **STATEMENT OF FACTS COMMON TO ALL COUNTS**

16. The land that would become the Timberlake Ranch community was first divided into lots with common areas from a pre-existing ranch in the year 1978 or 1979. In the year 1986, the Association itself was created by Articles of Incorporation, and the first versions of the Governing Documents, since amended, were enacted at that time. The division of lots included the creation of express “equestrian easements” along the routes that the Association would eventually designate as the Timberlake Trails System. *See* Exhibit A at 24.

17. The first versions of the Governing Documents did not have extensive rules governing common land, spaces, or amenities, and the amended or successor versions of the Governing Documents, even in their current form, still do not have detailed rules governing common spaces. *See* Exhibits A and B.

18. Instead, these rules were enacted in about the year 2000 by the Board of Directors then empaneled at the time. Although the common space rules have undergone several revisions, most have addressed trail use, including equestrian trail use, and have provided, specifically, that equestrian trails are also open for hikers and joggers. *See* Exhibit C. The common space rules have been distributed in various ways and were posted on the Association website in about the year 2010. The common space rules *still appear* on the Association website, where the rules expressly provide “[t]rail use is limited to equestrians, hikers, and joggers for daytime use.”<sup>4</sup>

19. At the time these common space rules were adopted, there were few trails in the Timberlake community. The community has planned and created the Timberlake Trails System almost from scratch, embracing the System’s construction from the year 2011 through September 2024, following an open meeting discussion with landowner input and Board of Directors approval to create the trails master plan. Among several key milestones, the Board of Directors acquired additional land for common areas (including trails) in 2011-2013, then applied for state and federal grants in 2019-2021. After the year 2021, an ad-hoc trails committee began planning and building trails with volunteer labor from enthusiastic members of the Timberlake community, supported by grant money and volunteer donations of time, tools, and supplies. As a result of this community effort, miles of trails were created for the benefit of the Timberlake community and its residents.

20. Progress came to a screeching halt in September of 2024 when a certain landowner cited either nonexistent or incorrectly interpreted rules in the Governing Documents to demand a halt to further trail construction without an approval vote of all landowners, despite many proper prior approvals from previous governing Boards.

21. Trail construction is currently halted while the Board considers this landowner’s concern or complaint, without much apparent action. Despite first being raised in September 2024, with a further Board promise to revisit the issue in April 2025, little has been done, and there has been a “no trespassing” sign posted on the portion of the trail in dispute.

22. But the dispute over the use and completion of the trail system is only a sign of a much larger problem with the governance and management of the Association generally. As will be more fully detailed below, each of the Plaintiffs has noticed numerous irregularities, inconsistencies, and outright abuses with the manner in which the immediate past and current

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<sup>4</sup> *See* <https://timberlakeranchnm.com/commons> (accessed 5/23/25)

governing Boards have managed the Association, including meritless complaints and unfair adjudications of resident disputes in ways that run contrary to both the letter and spirit of the Governing Documents.

## **PLAINTIFFS' EXPERIENCES**

### **Plaintiff Mike Rebb**

23. Mike Rebb owns land within the Timberlake community that is subject to the Association and its Governing Documents.

24. Mr. Rebb has been building on his land in stages. He currently has a pole barn, to which he added a carport. While the inside of the pole barn is not complete, the exterior is complete and finished. Mr. Rebb has been building in accordance with a "Request for Design Approval" first approved on May 4, 2020.

25. Mr. Rebb's land is near the Timberlake Trails System. Mr. Rebb has used and intends to continue to use the trails for hiking and other authorized purposes.

26. Mr. Rebb has been an outspoken proponent of good and effective governance of the Association and has expressed his views to many in the community.

27. Mr. Rebb received a notice of purported violation of the CCRs on April 21st 2025. The notice alleged Mr. Rebb to be in violation requiring completion of the "*exterior* of all structures" (emphasis added) within 24 months of the beginning of construction. See Article IV, Section 7 of the CCRs, attached as Exhibit B.

28. Under this section of the CCRs, Mr. Rebb is, was, and always has been in full compliance. Mr. Rebb had the exterior complete within the 24 month timeframe.

29. Mr. Rebb believes these actions are contrary at least to the Governing Documents of the Timberlake community, and possibly constitute violation, even willful violation, of one or more state statutes, as further described below.

30. Mr. Rebb seeks injunctive and other relief, including any compensatory damages to which he may be entitled, to address the apparent failure of the Board of Directors to properly uphold and apply the Governing Documents, as alleged above.

**Plaintiff Ron Schali**

31. Ron Schali owns land within the Timberlake community that is subject to the Association and its Governing Documents.

32. Mr. Schali has been in favor of the Timberlake Trail System for years and has volunteered his time and effort, at Board meetings, in the community, and otherwise, to bringing the trail system to completion.

33. Mr. Schali has used and intends to continue to use the trails for hiking and other authorized purposes. Mr. Schali has been an outspoken proponent of trail construction and has expressed his views to many in the community.

34. Moreover, Mr. Schali has also been an outspoken proponent of the good and effective governance of the Association and has expressed his views to many fellow residents, as well as several current and past board members, that the Association is not managed in a matter consistent with both the Governing Documents and applicable state law.

35. Mr. Schali recently announced to the community his opposition to Mr. Rebb's designation as a member not in good standing. In addition, Mr. Schali also attempted to exercise several rights as a landowner under either the Governing Documents or the Homeowner Association Act. These included, but were not limited to, requesting landowner lists and other public documents, which he never received.

36. Mr. Schali also noted significant irregularities surrounding the most recent Board election, including late ballot mailings, and late formation of nominating committees. Because of these observed irregularities, Mr. Schali does not believe the most recent Board election was properly conducted in accordance with the Association's Governing Documents.

37. Mr. Schali believes these actions are contrary at least to the Governing Documents of the Timberlake community, and possibly constitute violation, even willful violation, of one or more state statutes, as further described below.

38. Mr. Schali seeks injunctive and other relief, including any compensatory damages to which he may be entitled, to address the apparent failure of the Board of Directors to properly uphold and apply the Governing Documents, as alleged above.

**Plaintiff Linda Pedersen**

39. Linda Pedersen and Danny Montoya jointly own land within the Timberlake community that is subject to the Association and its Governing Documents.

40. Like her co-Plaintiffs, Ms. Pedersen has been outspoken in her support of the Timberlake Trails System. In fact, Ms. Pedersen, as the immediate past President of the Association's Board, played a significant role in securing community support and approval for the system, as well as appropriate legal permissions, funding, and volunteers.

41. Ms. Pedersen has been a strong proponent of completing the Timberlake Trails System during her more than 11 years as Board President (from 2005-2024), which included securing deeds, maps, and historical data to complete the trail system.

42. Besides the trail system, like Mr. Rebb and Mr. Schali, Ms. Pedersen has noted significant irregularities with the recent Board elections and other Board matters and governing decisions. Specifically, Ms. Pedersen noted the prolonged interruption of ballot mailings and other election information and matters, including the holding of ballot and election-related mail intended for the Timberlake community, and, most importantly, the non-appointment of two candidates who received sufficient votes for appointment.

43. Ms. Pedersen believes these actions are contrary at least to the Governing Documents of the Timberlake community, and possibly constitute violation, even willful violation, of one or more state statutes, as further described below.

44. Ms. Pedersen seeks injunctive and other relief, including any compensatory damages to which she may be entitled, to address the apparent failure of the Board of Directors to properly uphold and apply the Governing Documents, as alleged above.

**Plaintiff Danny Montoya**

45. Danny Montoya and Linda Pedersen jointly own land within the Timberlake community that is subject to the Association and its Governing Documents.

46. Like his co-Plaintiffs, Mr. Montoya has used and intends to continue to use the trails for hiking and other authorized purposes, and Mr. Montoya has been using authorized trails in the community even before the formal designation of the Timberlake Trails System.

47. Also like his co-Plaintiffs, Mr. Montoya has been an outspoken proponent of the good and effective governance of the Association and has expressed his views to many fellow



residents, as well as several current and past board members, that the Association is not managed in a matter consistent with both the Governing Documents and applicable state law.

48. For example, whereas the Board appeared quick to enforce temporary occupancy regulations against Mr. Rebb, Mr. Montoya has noticed that his similar complaint about a fellow resident who had occupied land using a recreational vehicle (without any other structure) has been ignored by the Board and its members.

49. Specifically, Mr. Montoya made multiple complaints concerning two fellow landowners whom, he alleges, actually have violated community temporary occupancy regulations by, among other things, keeping a motorhome parked on their lot for approximately one year, without engaging in any construction or building activities on the same lot, in violation of one or more of the CCRs.

50. Worse, these same landowners served on several community committees, including an election committee and nominating committee, despite the fact they probably should not have been able to do given the ongoing alleged noncompliance with the Governing Documents, and specifically the CCRs, as alleged above.

51. Mr. Montoya believes these actions are contrary at least to the Governing Documents of the Timberlake community, and possibly constitute violation, even willful violation, of one or more state statutes, as further described below.

52. Mr. Montoya seeks injunctive and other relief, including any compensatory damages to which he may be entitled, to address the apparent failure of the Board of Directors to properly uphold and apply the Governing Documents, as alleged above.

### **CLASS ALLEGATIONS**

53. Plaintiffs bring this action as a class action pursuant to Rule 1-023 NMRA and seek the appointment of one or more Plaintiffs as class representatives and appointment of Plaintiffs' counsel as class counsel.

54. Plaintiffs propose defining a class consisting of all current and former landowners of the Timberlake Ranch Community within the six years preceding the filing of this Class Action Complaint.

55. Given that there are at least 500 current landowners in the Timberlake Ranch Community, and potentially many more who own property jointly, or owned property within the previous six years, the class is so numerous that joinder of all members is impracticable.

56. There are questions of law or fact common to the class, including, but not limited to,

- a. Whether the Timberlake Trails System should be completed in accordance with the plan established by past Association Boards,
- b. Whether the “equestrian easements” are available for use by both hikers and persons riding horses under the community’s Governing Documents and rules applicable to common spaces,
- c. Whether the denial of access to the Timberlake Trails System for hiking, either in whole or in part, was proper, and, if improper, whether the proposed class is entitled to declaratory, injunctive, and other relief arising from this denial, and any damages in an amount as may be proven at trial,
- d. Whether the Board and its individual Board members properly upheld the community Governing Documents and their obligations and standard of care under the Homeowner Association Act and any other applicable state law, and, if one, more, or all of the Board members did not, whether the proposed class is entitled to declaratory, injunctive, and other relief arising from this denial, and any damages in an amount as may be proven at trial.

57. The claims or defenses of the representative parties are typical of the claims or defenses of the class. As landowners subject to the Association and its Governing Documents, Plaintiffs are equally impacted by the improper actions or failures to act as alleged in this Class Action Complaint.

58. The representative parties will fairly and adequately protect the interests of the class. As landowners, the Plaintiffs are interested in the prompt and effective adjudication of the issues raised and claims made in this Class Action Complaint. Plaintiffs are interested in upholding the integrity and values of the Timberlake Ranch community, as reflected in its Governing Documents, and Plaintiffs understand their duty to other members of the proposed class similarly situated.

59. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the parties opposing the class.

60. The parties opposing the class, the Defendants, have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole. Specifically, despite numerous informal petitions and complaints of the Plaintiffs and some other landowners similarly situated, the Defendants have not opened the entire Timberlake Trails System to hikers, have not continued construction of the Timberlake Trails System as expressly authorized and directed by the community and its past boards, have not upheld the Association Governing Documents, and have not complied with several state laws, as more fully alleged elsewhere in this Class Action Complaint. These alleged wrongful actions and inactions have affected all landowners of the Timberlake Ranch community equally, making appropriate final relief with respect to the class as a whole.

### **PLAINTIFFS' FIRST CAUSE OF ACTION**

#### **ADJUDICATION OF EXPRESS EASEMENT**

61. Plaintiffs re-allege and incorporates herein all prior allegations.

62. The several warranty deeds conveying an “equestrian easement” provide no further restriction on the use of that easement, nor any guidance on its interpretation. The term “equestrian easement” is not found anywhere in New Mexico Statute or case law. The Timberlake Ranch community, acting by and through its past Boards of Directors, have determined that the trails fitting within these easements can be used for multiple purposes, and there is no requirement found in *any* of the Governing Documents for a further community vote on the creation and completion of the Timberlake Trails System.

63. Accordingly, the Association’s landowners, including Plaintiffs and other landowners similarly situated, inclusive of members of their households, their guests, and their invitees, have an express easement to travel over and use the “equestrian easements” for all purposes authorized by the Association and its Board. The Association and its Board may complete the Timberlake Trails System as it runs along and through these easements without further community approval or voting.

64. Therefore, Plaintiffs are entitled to declaratory judgment that they and others have a right to travel over and use the “equestrian easements” for all purposes authorized by the Association and its Board. The Association and its Board may complete the Timberlake Trails System as it runs along and through these easements without further community approval or voting. Plaintiffs pray for an Order of this Court commanding any “no trespassing” signs or other obstructions to be removed from the easement area, and for any landowner attempting to block completion or use of the Timberlake Trails System to desist in their efforts.

**PLAINTIFFS’ SECOND CAUSE OF ACTION**  
**ADJUDICATION OF EASEMENT BY PRESCRIPTION**

65. Plaintiffs re-allege and incorporates herein all prior allegations.

66. In addition, or in the alternative, to the claim of express easement, the Association’s landowners, including Plaintiffs and other landowners similarly situated, inclusive of members of their households, their guests, and their invitees, have an easement by prescription.

67. “Easements by prescription are acquired by use which is open, uninterrupted, peaceable, notorious, adverse, continuous, and under a claim of right for a period of ten years or longer, which period is identical to the statutory period for acquiring title by adverse possession.” *Herbertson v. Iliff*, 1989-NMCA-027, ¶ 7, 108 N.M. 552 (internal citations omitted).

68. Accordingly, Plaintiffs allege that they, the Association’s landowners, including Plaintiffs and other landowners similarly situated, inclusive of members of their households, their guests, and their invitees, and others, openly, notoriously, peaceably, and continuously used the equestrian easements for an uninterrupted period of at least ten years in a manner adverse to any claim of Defendants or any other party that they have a right to control or restrict access on the equestrian easements for purposes duly authorized by the Timberlake Ranch community.

69. Therefore, Plaintiffs and other landowners similarly situated are entitled to declaratory judgment that they have a right to utilize the equestrian easements for all purposes authorized by the community, and for an Order of this Court commanding any “no trespassing” signs or other obstructions to be removed from the easement area, and for any landowner attempting to block completion or use of the Timberlake Trails System to desist in their efforts.

**PLAINTIFFS' THIRD CAUSE OF ACTION**  
**DECLARATORY JUDGMENT**

70. Plaintiffs re-allege and incorporate herein all prior allegations.

71. Plaintiffs seek a declaratory judgment pursuant to the Declaratory Judgment Act, as set forth in NMSA 1978, Section 44-6-1 to 44-6-15.

72. Specifically, Plaintiffs seek a declaratory judgment as to whether:

- a. The Association can govern use of the equestrian easements;
- b. The current Association rules and regulations for use of any trails that run along the equestrian easements are validly in effect;
- c. Whether Plaintiffs and other landowners similarly situated have either an (i) express easement or (ii) an easement by prescription to the use of the equestrian easements consistent with the purposes set forth by the Association;
- d. Whether the Association can complete the Timberlake Trails System along lands currently designated for that purpose;
- e. Whether further Association or other approval, such as a vote of the landowners, is required;
- f. Whether any landowner has a right to restrict use authorized by the Association in the equestrian easements, and, if so, what is the extent of that right;
- g. Any other declaration the Court finds just and proper.

73. Plaintiff Rebb seeks a specific declaratory judgment as to whether he violated any covenant of the CCRs and whether he is a community member in good standing.

74. Plaintiffs Schali and Pedersen seek a specific declaratory judgment as to whether the recent Board election was properly conducted in accordance with the Governing Documents.

75. Plaintiff Montoya seeks a specific declaratory judgment as to whether he has raised a valid complaint under the CCRs.

76. Plaintiffs also seek, pursuant to NMSA 1978, Section 44-6-11, an award of costs of this action as the Court finds equitable and just, and an award of attorney's fees as authorized by the Association's Governing Documents.

**PLAINTIFFS' FOURTH CAUSE OF ACTION**  
**BREACH OF DUTY UNDER THE HOMEOWNER ASSOCIATION ACT**

77. Plaintiffs re-allege and incorporate herein all prior allegations.

78. Plaintiffs assert this cause action pursuant to the Homeowner Association Act, codified as Chapter 47, Article 16 NMSA 1978.

79. The Association is a “homeowner association” as defined by NMSA 1978, Section 47-16-2. Accordingly, the terms “Governing Documents” and “Board,” as used throughout this Class Action Complaint, have the meaning given to “community documents” and “board,” respectively, as used in the Homeowner Association Act, and all other related terms and concepts, as used in this Class Action Complaint, have the definitions given to them by the Act.

80. The Association Board of Directors, and each of its individual Directors, as an owner-elected board, have a duty to exercise “ordinary and reasonable care free from any undisclosed conflict of interest[,]” pursuant to NMSA 1978, Section 47-16-7(A).

81. Moreover, in requiring each board member to certify in writing that he or she will, among other things, “work to uphold the community documents and policies to the best of the member’s ability” and “faithfully discharge the member’s duties to the association[,]” NMSA 1978, Section 47-16-7(B) creates an obligation for the Board of Directors and its individual current and past members to *actually do those things*.

82. One, more, or all Directors of the immediate past and current Board of Directors have not exercised the standard of care put forward under the Homeowner Association Act in doing (or failing to do), in general, one or more of the following things:

- a. In failing to recognize the rules for the usage of common areas and the decisions of past Boards concerning the Timberlake Trail System, as more fully alleged elsewhere in this Class Action Complaint.
- b. In failing to uphold the Timberlake community Governing Documents by, among other things, improperly alleging violation of the CCRs where there was no violation, and in not taking appropriate action to address other alleged violations of the CCRs.
- c. In failing to uphold appropriate community standards in the conduct of Board and Association elections, including, but not limited to, the 2024 election.

- d. In failing to uphold other obligations imposed by either or both the Governing Documents and state law, including providing landowner lists and other public documents, conducting appropriate meetings, and opening or closing meetings pursuant to the criteria put forward by the same.
- e. In holding a closed meeting and private vote, with no notice, to restrict access to the Timberlake Trail System, and in holding one or more closed meetings related to Association elections and candidate vetting, both contrary to the open meeting requirements of NMSA 1978, Section 47-16-17.
- f. In failing to follow numerous election and balloting procedures, specifically in the late mailing of ballots, nomination committee formation, and officer elections, all contrary to the Association Governing Documents (specifically, Articles 11, 13, and 14 of the Bylaws), and, in turn, also contrary to NMSA 1978, Section 47-16-7(B). Also, the Board and its Directors did not follow proxy, absentee voting, and ballot counting procedures prescribed under NMSA 1978, Section 47-16-9.

83. Besides these general acts (or omissions), Plaintiffs allege the following instances of specific misconduct against the below-named Board members:

- a. Director Diana Ramm improperly attempted to prevent landowner use of the equestrian easement, as described. On Plaintiffs' information and belief, Director Ramm did this out of self-interest because she does not want hikers, and others, traversing on or near her property.
- b. The Association, by and through Secretary Craig Johnson, did not provide access to financial and other records of the Association, despite receiving written request to do from Plaintiff Schali and Plaintiff Rebb, contrary to NMSA 1978, Section 47-16-5. On Plaintiff Schali's further information and belief, based on certain statements made by Secretary Johnson, the Association may not even maintain one or more of the records required under that same section of the Act.
- c. Secretary Johnson (in 2025) and Director Judi Murphy (in 2024) served on nomination committees vetting candidates for an Association election, when they themselves were candidates in an Association election, without

disclosing at least the fact of their service on the committee to the Association and the community at large. Accordingly, Plaintiffs allege this was a specific violation of NMSA 1978, Section 47-16-7(A) (requiring Board members to serve free from any undisclosed conflict of interest).

- d. Secretary Johnson immediately suspended Plaintiff Rebb as a member in good standing, with no investigation or cure period, contrary to the Association Governing Documents (specifically, Article 2 of the Bylaws), and, in turn, also contrary to NMSA 1978, Section 47-16-7(B).
- e. Director Diana Ramm posted a “no trespassing” sign on the portion of the equestrian easement trail running through her lot, effectively severing or partitioning a common area, contrary to the Association Governing Documents (specifically, Article 3 of the Bylaws), and, in turn, also contrary to NMSA 1978, Section 47-16-7(B).
- f. Director Frank Bissel and Director Ramm voted on restricting use of equestrian easement trails, when both own land either on or adjacent to such an easement, without disclosing at least the fact of their pending vote to the Association and the community at large. Accordingly, Plaintiffs allege this was a specific violation of NMSA 1978, Section 47-16-7(A) (requiring Board members to serve free from any undisclosed conflict of interest).
- g. On Plaintiffs’ information and belief, Mary Ann Armijo allegedly forged the signature of Plaintiff Linda Pedersen on two Common Areas property tax petitions addressed to McKinley County. Besides being potentially criminal in and of itself if true, McKinley County officials discovered the allegedly falsified signature and rejected the petition. As a result of the rejection, the Association is paying higher property taxes than it otherwise would, or should, which in turn costs the Association’s members more on annual assessments.
- h. Besides all of the above, Plaintiffs further allege that the following directors have used or misused their authorities to target individual landowners for retaliation and harassment: Don Parry, Joe Martinez, Craig Johnson, Diana Ramm, Frank Beissel, Judi Murphy, and Mary Ann Armijo.



84. Plaintiffs and other members of the Timberlake community similarly situated have been damaged by these alleged violations of the Homeowner Association Act, including, but not limited to, in the limitation or impairment of their rights as landowners under the Association's Governing Documents, in the diminution of the value of their property in the Timberlake community, and in other ways, in an amount to be proven at trial of this matter.

85. Plaintiffs further allege these violations were willful, to promote the interests of certain Board members at the expense and to the detriment of community interests and individual community members.

86. Accordingly, Plaintiffs are entitled to an award of their attorney's fees and costs for enforcing their rights as Association landowners, pursuant to NMSA 1978, Section 47-16-14, and the Association's Governing Documents.

#### **PLAINTIFFS' FIFTH CAUSE OF ACTION INJUNCTIVE RELIEF**

87. Plaintiffs re-allege and incorporate herein all prior allegations.

88. Plaintiffs seek an Order of this Court removing all year 2024 and 2025 Directors for the abuses and willful violations of the Governing Documents and state statutes alleged above, and directing the Association to hold new elections consistent with Association Governing Documents and state statutes.

89. Plaintiffs seek an Order of this Court commanding any "no trespassing" signs or other obstructions to be removed from the easement area, and for any landowner attempting to block completion or use of the Timberlake Trails System to desist in their efforts.

90. Plaintiffs seek an Order of this Court enjoining the Association, its Board, and any of its Directors from preventing use of the equestrian easements and the Timberlake Trails System for any community-authorized purpose.

91. Plaintiffs also seek, pursuant to the Association's Governing Documents, an award of costs of this action as the Court finds equitable and just, and an award of attorney's fees.

### **COMPENSATORY DAMAGES CLAIMED**

92. Plaintiffs re-allege and incorporate herein all prior allegations.

93. In addition to damages and allowable civil penalties for the violations of the Homeowner Association Act, as alleged above, Plaintiffs also claim, on behalf of themselves and other landowners similarly situated, other damages to which they may be entitled resulting from their wrongful denial of access to the Timberlake Trail System, as well as other damages resulting from the breach of duty and other violations alleged above, in an amount as may be proven at trial of this matter.

**WHEREFORE**, Plaintiffs and all others similarly situated pray for judgement in favor of themselves and against all Defendants, reasonable compensatory damages in an amount to be determined at trial, pre- and post-judgment interest, reasonable attorneys' fees (as allowed by law and the Association's Governing Documents) in an as-yet undetermined amount, costs of this action, declaratory judgment as described, injunctive and other relief as requested, and other relief as the Court deems appropriate.

The preceding Complaint is respectfully submitted by the undersigned.

Dated: June 30, 2025.



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*Attorney for Plaintiffs*

# Exhibit A to Class Action Complaint

## AMENDED & RESTATED BYLAWS OF TIMBERLAKE RANCH LANDOWNERS ASSOCIATION

### ARTICLE I DEFINITIONS

The following words and their derivatives have the following meanings when used in these Bylaws or any amendment to these Bylaws. These words have the same meanings in the Articles, the Regulations and the Declarations of the Corporation and any amendments or supplements to the Articles, the Regulations and the Declarations of the Corporation.

- A. **"Act of the Members"** means the action of Members in Good Standing representing a majority of the Members in Good Standing present in person or by proxy at a meeting at which a quorum is present unless a greater vote is required by the Declarations, the Articles or these Bylaws.
- B. **"Articles"** means the Articles of Incorporation of the Corporation.
- C. **"Assessments"** means the charges set forth in paragraph A of Article IV.
- D. **"Board"** means the Board of Directors of the Corporation.
- E. **"Bylaws"** means these Amended and Restated Bylaws of the Corporation.
- F. **"Common Areas"** The real estate located in Cibola and McKinley Counties, New Mexico and described on Exhibits A-1, A-2, A-3, A-4 and A-5 attached to these Bylaws and incorporated herein by this reference."
- G. **"Corporation"** means the Timberlake Ranch Landowners' Association, a New Mexico nonprofit corporation, and the successors and assigns of Timberlake Ranch Landowners' Association.
- H. **"Declarations"** means (1) the Declarations of Covenants, Conditions and Restrictions recorded on June 7, 1979, in Book 253, Pages 7571 to 7576, Valencia County, New Mexico, records; recorded on July 2, 1979, in Book 253, Pages 7772 to 7777, Valencia County, New Mexico, records; recorded on July 2, 1981, in Book 79, Pages 260 to 268, McKinley County, New Mexico, records; recorded on July 28, 1981, in Book 262, Pages 7193 to 7201, Valencia County, New Mexico, records; and recorded on April 3, 1978, as Document No. 6159 in Book 253, Pages 3027 to 3035, Valencia County, New Mexico, records, (2) the Addendum to the Declaration of Covenants, Conditions and Restrictions, recorded on July 11, 1978, as Document No. 12462 in Book 253, Pages 4182 to 4183, Valencia County, New Mexico, records, (3) any document which the Members by the Act of the Members elect to be included as a declaration for the purpose of these Bylaws, which is becomes recorded in all

appropriate real estate records, and which either (a) covers real estate in McKinley or Cibola Counties, New Mexico, now, formerly or after the date of these Bylaws is included in the Corporation or (b) covers any subdivided real estate located in Sections 18, 19 and 30 of Township 11 North, Range 15 West, N.M.P.M., Cibola County, New Mexico, or in Sections 24 and 25 of Township 11 North, Range 16 West, N.M.P.M., McKinley County, New Mexico, (4) any additional recorded documents by which real estate is made subject to a declaration listed in subsections (1) through (3) of this subparagraph, and (5) any addendum, supplement or amendment to the declarations listed in this subparagraph.

I. "**Fiscal Year**" is July 1<sup>st</sup> through June 30th.

J. "**Lot**" means that portion of the Property designated as a lot in the real estate records.

K. "**Lot Interest**" means an interest in (1) the fee title to a Lot or (2) a real estate contract purchaser's interest under a real estate contract covering a Lot. If a Lot is subject to a real estate contract, an interest in the fee title to that Lot will not constitute a Lot Interest.

L. "**Members**" mean all Owners.

M. "**Member in Good Standing**" means and refers to every person or entity who hold membership in the Corporation and is current in paying the annual Association assessments and is not currently in violation of any Association rules, regulations, guidelines or Timberlake Ranch Declaration of Covenants, Conditions, and Restrictions. Only Members in Good Standing shall be entitled to vote on matters presented to or requiring a vote of the Members. Any reference to a vote of the Members, or to a required percentage vote of the Members, herein shall mean and refer to Members in Good Standing.

N. "**Owner**" means every person or entity which owns a Lot Interest.

O. "**Plats**" means (1) the plats of the Property which have been recorded (a) on December 29, 1978, in Volume C-11, Page 110, Valencia County, New Mexico, records, (b) on August 22, 1979, as Plat Nos. 190,937, No. 190,938, No. 190,939, No. 190,940, No. 190,941, No. 190,942, No. 190,943 and No. 190,944, McKinley County, New Mexico, records, (c) on August 22, 1979, as Plat No. 190,945 and No. 190,946, McKinley County, New Mexico, records, as revised by the replats recorded on March 17, 1982, McKinley County, New Mexico, records, (d) on July 29, 1983, Cibola County, New Mexico, records, as revised by the plat recorded August 29, 1983, as Document No. 8495, in Plat Cabinet Book 1, page 62, Cibola County, New Mexico, records, (e) on April 27, 1984, as Flat No. 214,870, McKinley County, New Mexico, records, and (f) on December 6, 1977, as Document No. 19141, in Vol. C-11, Page 64, Valencia County, New Mexico, records, (2) any recorded plats of real estate

subject to a Declaration, and (3) any supplement or amendment to any plat listed in this paragraph.

P. "**Property**" means (1) the real estate in McKinley County and Cibola County, New Mexico, described on the Plats and (2) all additional real estate in McKinley County or Cibola County, New Mexico which is made subject to any of the Declarations after the date of these Bylaws.

Q. "**Regulations**" means written rules, regulations and guidelines (Board of Directors Policies and Procedures) adopted and enforceable by the Board for the interpretation, implementation and enforcement of the Declarations, the Articles and the Bylaws, and the exercise of the Board's powers, duties and responsibilities thereunder."

R. "**Special Assent of the Members**" means the Special Assent of the Members as defined in the Section 5(A) of the Articles of Incorporation of Timberlake Ranch Landowners' Association.

## **ARTICLE II** **MEMBERS**

A. **Membership and Members' Rights**: All Owners will be members of the Corporation (individually a "Member" and collectively "Members"). The rights of a Member are (1) the use of the Common Areas as provided in these Bylaws, (2) the right to participate in Corporation affairs as provided by the Articles, these Bylaws and applicable law and (3) voting as provided in these Bylaws. The rights of a Member to use the Common Areas are subject to the Regulations of the Corporation adopted by the Board as provided in the authority granted in these Bylaws. The rights of a Member are appurtenant to the Lot Interest of the Member. The right to be a Member of the Corporation, with the rights of a Member, is automatically transferred with the transfer of a Lot Interest. Any Member may extend the right of use of the Common Areas to the immediate family of the Member and to tenants or guests of the Member, provided however, any Member's right of use may not be extended to more than the maximum number of persons as the Board may establish from time to time. Except for occasional use by family and guests, the Member will notify the Secretary of the Corporation of the name, address and relationship of any person or persons in writing to whom the rights of use have been extended.

B. **Meetings and Notice**: (i) Annual Meeting: The Annual Membership Meeting shall be convened on the Saturday of Memorial Day weekend at the Timberlake Community Center Ranch House at 10 AM or at such other date and time as the Board of Directors may specify 30 days in advance. (ii) Quarterly Meetings: At least three (3) quarterly meetings of the Members shall be held in addition to the annual meeting. The Board of Directors shall establish the time, date and place of such quarterly meeting. (iii) Special meetings of the members may be called either by the President, the Board of Directors, or not less than one-fifth (1/5) of the

Members in Good Standing as needed from time to time. Notification of meetings of the Members shall not be less than twenty days either personally or by mail (electronic or postal) at the direction of the President of the Corporation, the Secretary of the Corporation, or the persons calling the meeting, to each Member. If mailed, a notice is deemed delivered when deposited postage prepaid in the United States mail addressed to the Member at the address shown by the Corporation records.

C. **Voting Rights**: There will be one vote for each Lot; provided, however, that only Members in Good Standing are entitled to vote on any matter before the Corporation. When only one Owner (Member in Good Standing) owns the entire Lot, the voting rights shall be exercised by that Owner. When two or more Owners (Members in Good Standing) own Lot Interests in a Lot, the vote for the Lot must be exercised by that Member designated in writing on a form specified by the Corporation and executed by all Owners owning Lot Interests in that Lot (the "Designee"). The fully completed and executed designation form must be filed with the Secretary of the Corporation to be effective and, once filed, may be relied upon by the Corporation as conclusive proof of the authority of the Designee to exercise the vote with respect to the Lot for which the Designee was designated. A designation form filed with the Secretary of the Corporation will remain in effect until a new designation form executed by all Owners owning Lot Interests in the Lot to which the designation form pertains is subsequently filed with the Secretary of the Corporation or until a termination of designation executed by any Owner owning a Lot Interest in the Lot to which the designation form pertains is filed with the Secretary of the Corporation. If no designation form is filed or if a termination of designation form is filed with respect to any Lot in which more than one Owner owns a Lot Interest, no vote may be exercised with respect to that Lot until an effective designation form specifying the Designee for that Lot is filed with the Secretary of the Corporation. The casting of a vote by a Designee with respect to the Lot for which the Designee was designated will conclusively bind all other persons or entities holding Lot Interests in that Lot.

D. **Quorum**: The presence at a meeting in person or by proxy of Members in Good Standing representing an aggregate of twenty percent or more of the Members in Good Standing of the Corporation will constitute a quorum for action unless a different quorum is required by law, the Declarations, the Articles or these Bylaws. A quorum once attained continues until adjournment despite withdrawal of enough Members to leave less than a quorum.

E. **Proxies**: A Member may by proxy delegate to a person, another Member in Good Standing or other entity the right of the Member to cast at a meeting of Members the votes the Member would be entitled to cast at the meeting; provided, however, that when two or more Owners own Lot Interests in a Lot, only the Designee may by proxy delegate to a person or entity the right to cast at a meeting of Members the vote which the Designee would be entitled to cast at the meeting. The delegated right to vote by proxy entitles the proxy holder to attend and participate in the meeting at which the proxy may be voted. Proxies must be in writing, dated,

signed by the Member entitled to cast the vote, and proxies must be filed with the Secretary of the Corporation. The execution of a proxy by a Designee will conclusively bind all other Owners owning Lot Interests in the Lot. A proxy can be used only for a designated meeting. If a Member wishes for his or her Proxy to extend beyond a single meeting, all Owners of that Member's Lot interest must submit to the Secretary of the Corporation a written and signed affidavit establishing the duration of the Proxy. A proxy is revocable by written notice filed with the Secretary of the Corporation signed by the Member executing the proxy despite any provision to the contrary.

F. **Suspension and Termination**: The Board may suspend the rights of membership of a Member for any infraction or failure to pay or perform as provided in the Articles, these Bylaws, the Declarations or the Regulations, if the infraction or failure has not been cured within thirty days after written notice to the Member, and the rights of use of all those persons to whom the Member has extended those rights will be suspended upon the suspension of the rights of membership of the Member. The rights of the Member terminate upon the termination of the membership of the Member.

G. **Assessments**: Each Member will pay all Assessments and other amounts to be paid with respect to each Lot owned by the Member in the amounts established by the Board for each Assessment Year in the manner provided in these Bylaws. When more than one Owner owns Lot Interests, all Owners owning Lot Interests will be responsible jointly and severally for payment of the Assessments and other amounts to be paid with respect to that Lot.

### **ARTICLE III** **THE COMMON AREAS**

A. **Use of Common Areas**: The Common Areas are intended for, and are restricted to, the uses shown on the instruments designating their status as Common Areas, the uses established by the Declarations, the uses established by these Bylaws and the uses established by the Regulations.

B. **Restrictions on Use of Timberlake Community Center Ranch House**: Use of the Timberlake Community Center Ranch House and/or adjacent grounds will be in accordance with regulations established by the Corporation.

C. **Extent of Members' Right of Use**: The Corporation has the following rights, and the right of a Member to use the Common Areas owned by the Corporation is subject to the following rights of the Corporation:

- (1) To suspend the use rights of any Member and of any person to whom the rights of use of the Member have been extended for any period during which the rights of the Member are suspended;

(2) To charge reasonable fees and/or deposits (Including but not limited to cleaning and/or damage) for the use of the Common Areas;

(3) To transfer all or part of the Common Areas to a public agency, authority or utility for such purposes and subject to such conditions as are agreed to by the Special Assent of the Members; however, no such Special Assent of the Members is required for the transfer or dedication of streets and roads in the Common Areas to any public agency or authority; and

(4) To promulgate, from time to time in the manner permitted by these Bylaws, regulations governing use of the Common Areas and the personal conduct of the Members and the families, tenants and guests of the Members in the Common Areas.

**D. No Severance or Partition of Common Areas or Lots:** The right of each Member to use the Common Areas will not be separated from the Lot Interest to which that right is appurtenant and the right will be deemed to be conveyed or encumbered with the Lot Interest even though the right is not expressly mentioned or described in a conveyance or other instrument. The Common Areas will remain undivided and no Member or any other person will bring any action for partition or division. Any covenant to the contrary is unenforceable.

**E. Condemnation:** If all or a portion of the Common Areas is taken in condemnation or eminent domain proceedings, the award from such proceedings with respect to the Common Areas will be paid to the Corporation, which will deposit the award in the general bank account of the Corporation for use in the ordinary course of business of the Corporation.

#### **ARTICLE IV** **ASSESSMENTS**

**A. Lien and Personal Obligation for Assessments:** For each Lot, the Owners of the Lot Interests in that Lot will pay the Corporation: (1) Annual Assessments, (2) Special Assessments, (3) expenses to enforce and collect assessments including lawyers' fees, court costs and abstracting costs, and (4) interest at the rate of eighteen percent a year, unless a different rate is required by law, in which event the Owners will pay interest at the highest lawful rate, from the date of delinquency, which will be 30 days past the due date, on any of the above listed items (collectively, the "Assessments"). An Assessment against a Lot will be a charge and a continuing lien on that Lot and also will be the personal and joint and several obligation of all Members who were Owners of the Lot Interests in the Lot when the Assessment was assessed. Each Owner may also become liable to pay maintenance costs to the Corporation as provided in paragraph D of Article V.

**B. Purpose of Assessments:** The Assessments will be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members in



regard to Property, the Common Areas, and the roads north of the entrance to the Property serving the Property and the Common Areas, including, but not limited to, (i) maintenance, repair, construction and upgrading of roads, (ii) the purchase of insurance as required by these Bylaws, (iii) maintenance, repair, replacement and additions to the Common Areas and to the Property as provided in the Declarations and these Bylaws, (iv) the payment and supervision of labor, equipment, materials and management, (v) snow plowing on side roads, Common Areas utility charges, cleaning and janitorial service, (vi) management fees and other professional services, (vii) the payment of all taxes and assessments of any governmental body levied against or imposed by virtue of the Common Areas (viii) enforcement of any provisions of the Declarations, the Articles, the Bylaws and the Regulations and (ix) such other expenses as the Board deems necessary for operation of the Corporation. The Board may establish and maintain reserves for these purposes.

C. **Annual Assessment**: The Board will set the Annual Assessments to coincide with the Fiscal Year. The first installment assessment may be paid in full by July 31<sup>st</sup> or in two installments, the first due by July 31<sup>st</sup> and balance no later than January 31<sup>st</sup>.

D. **Special Assessments**: The Corporation, but only with the Special Assent of the Members, may levy in any Fiscal Year, in addition to the Annual Assessment, a Special Assessment for the Fiscal Year against each Lot and Lot Owner(s) to defray, in whole or in part, the cost of any construction, reconstruction or unexpected repair, replacement or other expense, or in connection with a capital improvement in the Common Areas, including the necessary fixtures and personal property related to the capital improvement, except provided that no vote of the Members be required for the Corporation to levy a Special Assessment as provided in Article IX of these Bylaws. The amount, payment schedule and due dates will be fixed by the Board.

E. **Record-Keeping**: The Corporation will send each Owner written notice of the amount, payment Schedule and due date of the Assessment against the Lot in which the Owner owns a Lot Interest. The Corporation will keep accurate records of the amount of Assessment against each Lot, the payment schedules and due dates, and the payments on the Assessment, which will be kept by the office of the Corporation open to inspection by any Owner. The Corporation will on demand at any time furnish to an Owner a statement of account signed by a Corporation officer stating whether the Assessment on the Lot in which the Owner owns a Lot Interest has been paid, provided that the Owner has paid to the Corporation the cost for the statement which may be established by the Board from time to time; the statement will be conclusive evidence of payment of any Assessment covered by the statement

F. **Remedies of Corporation for Nonpayment of Assessment**: If any installment of an Assessment is not paid within thirty days after the installment is due, the installment is delinquent and will be charged a late fee excluding lien lots. Late fee amounts shall be established by the Board and shall not exceed twenty percent of the total amount due plus any other costs as outlined in Article IV of these Bylaws. When an installment is delinquent, the Board may declare the entire

Assessment for the Fiscal Year due and payable and may suspend the Members' rights as outlined above. Furthermore, the Corporation may bring a civil action (i) 'to enforce payment of the personal obligation or (ii) to foreclose the lien against the Lot, or (iii) both. Pending judgment in a foreclosure action, the Corporation is entitled to the appointment of a receiver to take charge of the Lot and may expel all Owners of Lot Interests in and all occupants of that Lot from occupancy of the Lot. After foreclosure the Owners will have the shortest statutory right of redemption then allowed for liens on any kind of real property. In accordance with Section 39-5-19 NMSA 1978, for so long as that statute, or any successor statute which is in substance similar to that statute, remains in effect, the period of redemption after foreclosure will be one month in lieu of nine months. The Corporation will have the right to recover from the Owners the actual costs of the Corporation of collection, including lawyers' fees, court costs and abstracting costs.

**G. Subordination of the Lien to Mortgages:** The lien of the Assessments will be subordinate to the lien of any first mortgage placed upon the Lot or to the interest of the seller under a real estate contract covering the Lot; however, such subordination applies only to the Assessments due before a transfer of the Lot as provided in any decree of foreclosure, a transfer in lieu of foreclosure or any termination of the real estate contract covering the Lot by the seller under the real estate contract. The transfer or termination does not relieve the Lot from the liability for or lien of Assessments becoming due after the transfer or termination, or from the share of Assessments for the Lot resulting from a reallocation of Assessments

## **ARTICLE V** **MAINTENANCE**

**A. Maintenance Responsibility:** The Corporation is responsible for maintaining the Common Areas owned by the Corporation in compliance with minimum standards set by the Corporation. Each Member is solely responsible for maintaining the Lot in which the Member owns a Lot Interest and any building on that Lot in a clean, orderly and sanitary condition and in compliance with any applicable standards as provided in the Declarations.

**B. Enforcement:** The Corporation has the right and the responsibility to administer and enforce the respective Declarations in accordance with their terms. The Board will establish an Architectural and Maintenance Committee, as provided in Article XIII of these Bylaws, which may monitor and inspect the Property and all Lots to determine compliance by Members with any applicable buildings, planning and use restrictions on the Property as provided in the Declarations or the Regulations.

**C. Management Contracts:** The Corporation may enter into a management contract for operation and maintenance of the Common Areas owned by the Corporation.

D. **Maintenance Costs**: If an Owner fails after receipt of written demand from the Architectural and Maintenance Committee of the Corporation to maintain the Lot of the Owner in compliance with any applicable restrictions and standards as provided in the Declarations, the Corporation will have the right but not the obligation to perform the maintenance. The cost of the maintenance will be assessed against the Lot on which the maintenance is done. The Corporation shall have the right to exercise a lien upon the Lot as outlined in Article IV of these Bylaws. The payment of the cost of maintenance shall become the responsibility of the Owners owning Lot Interests in the Lot. If an Annual Assessment has been sent that year to the Owners, the cost of the maintenance will be added to and become part of the Annual Assessment against the Lot and will be due and payable with the next installment of the Annual Assessment. If no Annual Assessment has been sent that year, the cost of the maintenance will be paid by the Owners within thirty days after the cost has been assessed and if the cost of the maintenance is not paid within thirty days after the cost has been assessed, the payment of the cost is delinquent. The Owners will pay, in addition to the cost of the maintenance, (i) all expenses to enforce and collect the cost of the maintenance, including (but not limited to) lawyers' fees, court costs and abstracting costs, and (ii) interest on the cost of the maintenance and expenses of enforcement and collection at the rate of eighteen percent a year, unless a different rate is required by law in which event the Owners will pay interest at the highest lawful rate; these expenses and costs will also constitute a lien on the Lot subject to foreclosure and will be the personal and joint and several obligations of the Owners. The Corporation has for nonpayment of the costs and expenses provided in this paragraph all remedies as provided in these Bylaws for nonpayment of Assessments.

E. **Access at Reasonable Hours**: For the purpose of performing the maintenance authorized by this Article, the Corporation, through the duly authorized agents of the Corporation, will have the right to enter upon any Lot at reasonable hours on any day and inspect the condition of such property to the extent reasonably necessary to determine whether any violation or breach has occurred or is about to occur. The party or parties making the entry will not thereby be deemed guilty of any manner of trespass or held liable for damages resulting from such entry or inspection. Notice must be provided to the Lot Owner a minimum of 24 (twenty four) hours in advance of such entry upon the Lot. Notice may be given in person or by any other means of notification as outlined in these Bylaws.

F. **Non-Liability**: The Corporation will not be liable for any failure of any service to be obtained by the Corporation or for injury or damage to person or property caused by the elements or by any Member or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any wire, pipe, drain, conduit, appliance or equipment or from any portion of the Common Areas.

## **ARTICLE VI**

### **MERGER**

The Corporation may merge or consolidate with another entity in the manner provided in the New Mexico Nonprofit Corporation Act. A plan of merger or consolidation may only be adopted with the Special Assent of the Members. Upon a merger or consolidation, the properties of the other entity may be transferred to the Corporation or the property of the Corporation may be transferred to the other entity; the continuing entity will administer and enforce the Declarations with respect to the Property and will administer and enforce, with respect to the properties of the other entity, the covenants, conditions, restrictions and declarations applicable to those properties.

## **ARTICLE VII**

### **TENANTS**

Members may lease Lots to tenants for residential use only. Any lease agreement between a Member and tenant shall contain a provision that the lease is subject to all applicable provisions of the Declarations, the Articles, these Bylaws and the Regulations. The Members hereby appoint the Corporation to enforce such provisions of a lease as the Corporation, at the sole option of the Corporation, may deem necessary and prudent; provided, however, that the Corporation is under no obligation to enforce the lease provisions. Tenants will not become Members by virtue of being tenants of a Lot.

## **ARTICLE VIII**

### **INSURANCE**

A. **Liability Insurance**: If available at reasonable cost, as may be determined by the Board from time to time, the Corporation will maintain comprehensive liability insurance covering the Common Areas insuring the Corporation in the amount of at least \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence, the coverage to include protection against such risks as are commonly covered in insurance policies for similar landholders or managing agencies.

B. **Fidelity Coverage**: The Corporation may, by action of the Board, maintain fidelity coverage against dishonest acts by the officers, directors, trustees, employees and manager of the Corporation, and all others who are responsible for handling funds of the Corporation. If the Board determines to obtain fidelity coverage, the fidelity bonds will be obtained in accordance with the following guidelines: (i) all will name the Corporation as an obligee; (ii) all will be written in an amount equal to at least 150% of the estimated annual operating expenses of the Corporation, including reserves; and (iii) all will contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of “employee” or similar expression .

C. **Fire and Extended Coverage**: The Corporation will, at all times that the Corporation has an insurable interest in the Common Areas, maintain fire and extended coverage insurance on any insurable improvements on the Common Areas, in an amount sufficient to cover eighty percent of the full replacement cost of the improvements. The insurance will be carried in blanket policy form naming the Corporation as the insured.

D. **Lot Owner's Insurance**: Insurance on any Lot and any structures on a Lot, including any casualty and liability insurance coverage, is the responsibility of the Owners of the Lot Interests in the Lot and not the responsibility of the Corporation.

E. **Other Insurance**. The Board may also obtain such other insurance for the benefit of the Corporation and the Members as the Board from time to time deems reasonable and appropriate, including, but not limited to, officers' and director's liability insurance.

## **ARTICLE IX** **RIGHTS OF MORTGAGEE**

Upon request, the holder of a recorded first mortgage on any Lot or seller as provided in a real estate contract covering any Lot is entitled to and will receive written notice from the Corporation of any default by the mortgagor or purchaser as provided in the real estate contract on the Lot in the performance of the obligations of the mortgagor or purchaser to the Corporation, including particularly any failure to pay any Assessment when due if default is not cured within sixty days. Any first mortgagee holder or seller making any such request will provide the Corporation with such information as is reasonably required by the Corporation in order to respond to the request. The Corporation may charge the first mortgagee holder or seller for furnishing any such notice, at the cost which may be established by the Board from time to time.

## **ARTICLE X** **DESTRUCTION**

A. If an improvement located in the Common Areas owned by the Corporation is damaged or destroyed by fire or other casualty, the Corporation will repair and reconstruct the improvement to substantially the same condition in which the improvement existed before the damage, unless otherwise determined by the Act of the Members as defined in paragraph D of Article II of these Bylaws. The Corporation will use any insurance proceeds which the Corporation receives in connection with that casualty for the repair and reconstruction of that improvement, and to the extent those insurance proceeds are insufficient, the Corporation will levy a Special Assessment against all of the Lots in the Property other than the Common Areas and will use the proceeds of that Special Assessment to repair and reconstruct

that improvement. The Special Assessment will be a debt of each Owner and a lien on the Lots and may be enforced and collected as otherwise provided in these Bylaws.

B. Each Owner shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper use of such Common Area by the Owner or any family member guest, tenant, employee or invitee of the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association. The cost of correcting the damage, to the extent not reimbursed to the Association by insurance, shall be a Special Assessment against the Lot and may be enforced as provided hereby for the enforcement of other Assessments.

## **ARTICLE XI**

### **BOARD OF DIRECTORS**

A. **Number, Tenure, Qualification, Election:** The Board will consist of seven Directors who will be elected-by the Members at the Annual Meeting of the Members to serve until their successors have been elected and qualified. Terms of office will be staggered with individual Director's terms not extending beyond 3 years. Directors cannot be reappointed to longer terms by Directors once elected to the Board. Directors must be Members in Good Standing of the Corporation. Directors need not be residents of the State of New Mexico. Vacancies may only be filled by a majority of the remaining Directors though less than a quorum.

B. **Removal of Board Member(s):** A Director may be removed for cause by a majority of the remaining Directors, or may resign, or by a special election called by the Members in Good Standing through a recall petition signed by 10% of existing Members in Good Standing. Board member(s) may be removed by this special election with a 51% vote of Members in Good Standing attending the meeting. Any Director failing to maintain his or her membership in good standing, as outlined in these Bylaws, shall automatically forfeit their office. "For cause" shall mean only the following: (a) a final non-appealable conviction of or a plea of guilty or nolo contendere to a felony or misdemeanor involving fraud, embezzlement, theft or dishonesty, or any criminal conduct against the Corporation, (b) a determination of mental incompetency by a Court of competent jurisdiction or (c) habitual neglect of Director's duties or failure by the Director to perform or observe any substantial lawful obligation of the Directors

C. **Nomination:** The Board shall appoint a Nominating Committee three (3) months prior to the annual meeting. The Nominating Committee, as provided in Article XIII of these Bylaws, will nominate as many persons for Directors as the Nominating Committee deems appropriate. The nominations will be given to the Secretary of the Corporation who will prepare a list of nominees which the Secretary will mail to all Members not less than 20 days nor more than ninety days before the

date set for the annual meeting of the Members. When there is equal numbers of candidates for open Board positions, the nominees can be declared winners without a vote count. No nominations from the floor will be allowed at the annual meeting unless the nominations committee has failed to provide sufficient nominees to fill the ballot.

**D. Meetings**

- (i) A regular Annual Meeting of the Board of Directors shall be held within 10 days of the Annual Meeting of the Membership to elect officers.
- (ii) Emergency or Special Board Meetings: Emergency/Special meetings of the Board may be called by the President or by majority of the Board as deemed necessary. Notification shall be by telephone calls, electronic mail or any other appropriate means of communication. Notification shall require not less than 24 hours notice to the members of the Board.
- (iii) All meetings of the Board of Directors and committees of the Board shall be open to all Members provided that Members who are not Directors may not participate in any deliberation or discussion unless expressly authorized by the vote of a majority of a quorum of the Board. The Board may, however, with the approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, potential litigation involving the Association and business of a similar nature. The nature of all business to be considered at any executive session shall first be announced in the open meeting.

**E. Quorum Action:** A majority of the number of Directors then in office will constitute a quorum at Board Meetings. A quorum once attained continues until adjournment despite voluntary withdrawal of enough Directors to leave less than a quorum. The act of a majority of Directors present at a meeting at which a quorum is present will be the act of the Board unless a greater number is required by these Bylaws. The Directors will manage the affairs of the Corporation and may act only as a Board with each Director having one vote. The Board will take all action necessary and appropriate to comply with all obligations and duties of the Corporation as provided in the Declarations, the Regulations, the Articles and these Bylaws. The Board will keep a complete record of all corporate affairs, will present a statement of the corporate affairs to the Members at any special meeting called when requested in writing by Members representing twenty-five percent of the votes of the Members, and will supervise all officers, agents and employees of the Corporation to see that their duties are properly performed. The Secretary shall publish and make available to the Membership the minutes kept at all meetings of the Board of Directors.

## **ARTICLE XII**

### **OFFICERS**

A. **Number, Tenure, Qualification, Election**: The Officers of the Corporation will be a President, Vice President, Secretary and Treasurer, and such other offices as the Board may decide, who will be elected annually by the Board at the annual meeting of the Board to serve until their successors are elected and qualified. Officers must be (i) Members in Good Standing of the Corporation, (ii) need not be residents of the State of New Mexico. An officer may be removed without cause by the Board, or may resign. Vacancies and newly created offices will be filled by the Board. One person may not hold more than one office at one time. Officers will perform the duties and have the powers assigned by the Board, incident to the office and provided in these Bylaws:

B. **President and Vice President**: The President, or the Vice President during the absence, disability or failure to act of the President, will be the chief executive officer of the Corporation, will preside at all Corporation meetings and, when authorized, will execute and deliver documents in the name of the Corporation.

C. **Secretary and Assistants**: The Secretary, or any Assistant Secretary during the absence, disability or failure to act, of the Secretary, will keep and have custody of the books and records of the Corporation and the minutes of all the meetings, will give all notices required and, when authorized, will execute, attest, and deliver documents of the Corporation. The Secretary will prepare an Annual Report to be presented at the Annual Meeting. The Secretary will establish and keep a membership roll which will show the name and address of each Member, the name, address and right delegated of each person or entity to which a Member has extended any of the rights of a Member of use of the Common Areas, the name of each Designee, the name and address of each proxy holder, the signature of each Member, Designee and proxy holder, the amount and payment status of the Assessments levied against any Lot and any suspension of membership rights showing the duration of suspension. Each Member, Designee and proxy holder will provide the Secretary with any of the information required by the membership roll.

D. **Treasurer and Assistants**: The Treasurer, or any Assistant Treasurer during the absence, disability or failure to act of the Treasurer, will have custody of the funds and books of accounts of the Corporation and will keep correct and complete books and records of account for the Corporation of property received, owned and disbursed by the Corporation. Refer to Article XVI Section D. There shall be an annual review set forth in Article XIII Section 4 and an independent audit every three years.



## **ARTICLE XIII** **COMMITTEES**

*Note: Standing committees are, by definition, created in perpetuity. Ad-hoc committees are created with time limits or until a set goal has been achieved.*

A. **Standing Committees**: The Board may designate at any time committees for such purposes as the Board may direct, consisting of two or more directors, and the members of which will be appointed by the Board for such terms as the Board may direct. The Board or the Executive Committee may establish rules and guidelines governing the activities and operations of each committee. The Committees designated by the Board may, but are not required to, include the following:

1. **The Executive Committee** which will consist of three Directors and which will exercise all the authority of the Board, except the Executive Committee will not have the authority of the Board in reference to (a) amending, altering or repealing these Bylaws; (b) electing, appointing or removing any member of any committee or any director or officer of the Corporation; (c) amending the Articles, restating the Articles, adopting a plan of merger or adopting a plan of consolidation with another corporation; (d) authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; (e) authorizing the voluntary dissolution of the Corporation or revoking proceedings for the voluntary dissolution of the Corporation; (f) adopting a plan for the distribution of the assets of the Corporation; or (g) amending, altering or repealing any resolution of the Board which by the terms of the resolution provides that the resolution will not be amended, altered or repealed by a Committee.

2. **The Nominating Committee** which makes nominations for Directors as provided in Article XI, Section B of these Bylaws.

3. **The Architectural and Maintenance Committee** which will have the duties and functions of architectural and maintenance review as described in the Declarations and these Bylaws. It is the intent of the Declarations to create a community with architectural quality and harmony of design and appearance as determined by the Committee. In furtherance of this objective, the Committee may draft, amend and/or modify architectural standards, to be proposed to the Board for consideration; provided that they shall at all times be consistent with the building restrictions imposed by law. The Board must approve any proposed changes.

4. **The Budget, Insurance and Audit Committee** which will perform the following functions: (i) supervision of the annual review of the books of the Corporation, (ii) validation for presentation to and approval by the Board of the annual budget and balance sheet statement, and annual review of the insurance to be purchased by the Corporation. The Treasurer will be an ex-officio member of the Budget and Audit Committee.

5. **Elections Committee:** The Election Committee shall be entrusted to conduct elections for members of the Board of Directors. The responsibilities of the Elections Committee shall include, but not be limited to the following:

- (i) Create a ballot for each election and provide said ballot to the Members.
- (ii) Create a voting proxy form for each election and provide said form to the Members. Maintaining records of said proxy forms.
- (iii) Establish procedures and due dates for collecting all ballots be they submitted by standard mail, electronic mail or some method other than in person at the annual meeting.
  - (i) The counting, record keeping and certification of all ballots and election results and submission of these results to the Members.
  - (ii) Submission of all forms, record and ballots to the Secretary for archival purposes

B. **Ad-Hoc Committees.** The Board of Directors may establish committees as deemed necessary to perform duties as deemed necessary to the Board of Directors. These committees shall have either a time duration or shall be given a specific task to perform. Each ad-hoc committee shall be considered dissolved upon: a) the performance of its specified task and submission of its report to the Board of Directors, or b) upon expiration of its term as specified by the Board of Directors.

C. **Operations of Committees:** Subject to these Bylaws the Board of Directors shall appoint a Chairperson for every committee and that chairperson may fix the rules of procedure of the committee. The designation and appointment of any committee and the delegation to the committee of authority will not relieve the Board or any individual Director of any responsibility imposed upon the Board or a Director.

D. **Committee Size.** A committee may be composed of any number of Members in Good Standing as the Board of Directors see fit.

## **ARTICLE XIV**

### **ACTION WITHOUT A MEETING**

Any action required or permitted to be taken at a meeting of the Members, Directors or Committees may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter of the action, or by all the Directors, or all the members of a Committee, as the case may be.

**ARTICLE XV**  
**WAIVER OF NOTICE**

Whenever any notice is required to be given to any Member, Director or member of a Committee, a waiver of the notice in writing signed by the person entitled to the notice is equivalent to giving the notice. The attendance of a Member, a Director, or a member of a Committee in person or the presence of a Member by proxy at a meeting constitutes a waiver of notice of the meeting except when attendance is for the sole purpose of objecting because the meeting is not lawfully called or convened. Failure to receive a notice will not affect the validity of the meeting involved

**ARTICLE XVI**  
**MONETARY MATTERS**

A. **Funds and Borrowing**: The depository for funds of the Corporation, the persons entitled to draw against these funds, the persons entitled to borrow on behalf of the Corporation, and the manner of accomplishing these matters will be determined by the Board of Directors.

B. **Compensation and Pecuniary Benefit**: No Member, Director or Officer will receive directly or indirectly any income, profit, compensation or pecuniary benefit from the Corporation, except that the Corporation may reimburse them from Corporation funds upon proper documentation for expenses incurred on behalf of the Corporation, and may reasonably compensate them for services rendered in furtherance of the purposes of the Corporation.

C. **Receipts and Disbursements**: The Treasurer will receive and deposit in appropriate bank accounts, including without limitation money market accounts, all monies of the Corporation and will disburse such funds either as directed by resolution of the Board, or without a resolution of the Board when done in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer will be one of the signatories on all checks and notes of the Corporation. Unless otherwise authorized by the Board, two signatories will be required on all checks and notes of the Corporation.

D. **Financial Statements and Records**: The Treasurer will keep proper books of account. The Treasurer will prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement will be presented to the Members at the annual meeting of the Members.

E. **Employment of Manager**: The Board may employ on behalf of the Corporation a manager to perform such duties as directed by the Corporation or Board of Directors.

F. **Provision Against Sharing in Corporate Earnings**: No Member, Director or Officer will receive at any time any of the net earnings of the Corporation, or share in any of the corporate assets upon dissolution of the Corporation.

G. **Retention of Earnings**. The board of Directors may, at the start of the fiscal year, elect to retain some of the Corporation's earnings in a contingency fund rather than allocate all of the Corporation's monies in the yearly budget.

## **ARTICLE XVII** **INDEMNITY; LIABILITY OF DIRECTORS**

A. Corporation will indemnify each Director, Officer and member of a Committee of the Corporation, and their heirs, legal representatives and assigns against expenses, costs and liabilities reasonably incurred in connection with any action, suit or proceeding in which a Director, Officer or member of a Committee is involved or made a party by reason of being or having been such, except in relation to matters as to which the person to be indemnified is adjudged to have been guilty of actual negligence or misconduct in the performance of his or her duty to the Corporation. This right of indemnification will not be exclusive of other rights to which any Director, Officer or member of a Committee may be entitled as a matter of law and will include reimbursement of any amount and expenses paid or incurred in settling any such action, suit or proceedings when such settlement has been approved by the Board.

B. No director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director unless:

- i. The director has breached or failed to perform the duties of the director's office in compliance with Section 53-8-25.1 NMSA 1978; and
- ii. The breach or failure to perform constitutes willful misconduct or recklessness.

## **ARTICLE XVIII** **INTERESTED PARTIES**

No transaction of the Corporation will be affected because a Member, Director or Officer of the Corporation is interested in the transaction, as long as the transaction is being conducted and the interest in the transaction is subject to the knowledge of the Membership and is not in violation of the Articles, these Bylaws, the Regulations and the Declarations. Any interested party otherwise entitled to vote will be counted for quorum purposes and may vote when the Corporation considers the transaction. An interested party will not be liable to the Corporation for the profits of the party, or the losses of the Corporation, from the transaction.

**ARTICLE XIX**  
**EXEMPT ACTIVITIES AND PROHIBITED TRANSACTIONS**

No Member, Director, Officer or member of a Committee of the Corporation will take any action, or carry on any activity, or exercise any corporate power by or on behalf of the Corporation which is not in furtherance of the purposes of the Corporation and permitted to be taken, carried on or exercised by an organization electing to file a return under Section 528 of the Internal Revenue Code and the regulations of the Internal Revenue Code as the Internal Revenue Code and the regulations of the Internal Revenue Code exist now or after the date of these Bylaws.

**ARTICLE XX**  
**SEAL AND MEMBERSHIP CERTIFICATE**

The Board need not adopt a form of seal to be used by the Corporation. The failure to use a corporate seal does not affect the validity of any instrument or any action taken in reliance on or in pursuance of the instrument or action. The books, records and papers of the Corporation will always be open to inspection by the Members, Directors and Officers during reasonable business hours but for reasons of privacy, a roster of the names of the Members will not be made available by the Corporation except with the prior written consent of each Member. In the discretion of the Board the Board may issue membership certificates in a form chosen by the Board, signed by the President or a Vice President, impressed with the Corporation seal, if any, and countersigned by the Secretary or Treasurer or an Assistant Secretary or Assistant Treasurer. Membership certificates will not be transferable except through the legal transference of ownership of a Lot or Lot Interest.

**ARTICLE XXI**  
**AMENDING**

A. **Amendments**: The provisions of these Bylaws may only be amended or modified with the Special Assent of the Members.

**ARTICLE XXII**  
**ARBITRATION**

A. In the event any claims, disputes and other matters in question out of, or related to, the Declarations, the Articles, these Bylaws and the Regulations cannot be resolved by direct discussions they shall be settled and finally determined by arbitration conducted in McKinley or Cibola County by an arbitrator selected by mutual agreement of the parties and in accordance with the New Mexico Uniform Arbitration Act, as then in effect. The award rendered by the arbitrator shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event shall it be made after the date when institution of legal or equitable proceedings

based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

B. The foregoing arbitration provision does not apply to any action for injunctive relief to prevent or to remedy any breach of the Declarations, the Articles, these Bylaws and the Regulations, which may be immediately brought and maintained any Court having proper jurisdiction and venue.

C. Notwithstanding the foregoing, the parties to a dispute may voluntarily agree to mediate a dispute before initiating an arbitration or lawsuit, but such mediation is not required before doing so.

D. The prevailing party in any arbitration or Court proceeding shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and legal costs and expenses incurred in connection with the therewith. (including the fees of the arbitrator).

### **CERTIFICATE**

The undersigned hereby acknowledge and certify that the foregoing Amended and Restated Bylaws of Timberlake Ranch Landowner's Association were duly adopted by Members of the Corporation in accordance with the provisions of the original Bylaws of the Corporation dated May 12, 1986 (the Original Bylaws). These Amended and Restated Bylaws supersede and entirely replaces the Original Bylaws.

Linda Pedersen 11/3/07  
President

Anne E Gilpin 12/3/07  
Secretary

## **EXHIBIT A -1**

### 500 ACRES OF COMMON AREA

The major portion of Ramah Lake situate within Sections 24 and 25, T11N, R16W, NMPM, McKinley County, New Mexico, and Section 19, T11N, R15W, Cibola County, New Mexico, and certain property adjacent to Ramah Lake, all of which is more particularly described as follows (the "500 Acres"):  
Beginning at the Northeast Corner of Section 25 and from the beginning point running thence

S01o 3' 09"W 682.95 feet along the east boundary of Section 25 and along the boundary common to Cibola and McKinley Counties, to a point, thence

Along the west boundary of a road dedicated on the plat of the Timberlake South subdivision, entitled, 'Timberlake South, A Subdivision in Section 24 and 25, T11N, R16W, NMPM, McKinley County, New Mexico, recorded on April 29, 1984, as Plat No. 214,870, McKinley County, New Mexico, records (the "Timberlake South McKinley County Plat"), and generally following the east shoreline of Ramah Lake as follows:

S43o17'05"W 1199.91feet to a point, thence  
S85o29'54"W334.82feet to a point, thence  
S6lo10'09"W769.80feet to a point, thence  
S52o48'35"W570.41feet to a point, thence  
S40o52'55"W489.82feet to a point, thence  
S58o25'02"W147.72feet to a point, thence  
S45o36'05"W400.61feet to a point, thence  
S28o56'10"W266.06feet to a point, thence  
S40o32'14"W460.66feet to a point, thence  
S19o18'58"W396.11feet to a point, thence  
S10o14'50"W662.82feet to a point, thence  
S18o39'13"E186.43feet to a point, thence  
S05o15'35"W466.85feet to the end of the road at the southwest corner of Timberlake South subdivision, thence

S61o44'34"W 403.41 feet to a point, thence  
S88o40'00"W 1000.00 feet along the south boundary of Section 25 to a point, thence

North 1806.38 feet to a point, thence  
N37°47'37"E 600.00 feet to a point, thence  
Along the east boundary of a road dedicated on the Timberlake South McKinley  
County Plat of Timberlake South subdivision, and generally following the west  
shoreline of Ramah Lake as follows:  
245.14 feet along the arc of a curve to the left with a radius of 140.00  
feet and a delta of 100°19'29", thence  
N12°44'42"E 141.56 feet to a point, thence  
299.02 feet along the arc of a curve to the right with a radius of 760.00  
feet and a delta of 22°32'33", thence

N35°17'15"E 512.14 feet to a point, thence  
N40°36'39"E 1037.45 feet to a point, thence  
N52°18'07"E 222.02 feet to a point, thence  
127.87 feet along the arc of a curve to the left with a radius of 290.00  
feet and a delta of 25°15'47", thence  
248.51 feet along the arc of a curve to the right with a radius of 360.00  
feet and a delta of 39°33'08",  
thence

N66°35'29"E 110.60 feet to a point, thence  
217.07 feet along the arc of a curve to the left with a radius of 290.00  
feet and a delta of 42°53'15", thence  
N23°42'14"E 396.01 feet to a point, thence  
N18°03'11"E 442.67 feet to a point, thence  
92.31 feet along the arc of a curve to the right with a radius of 160.00  
feet and a delta of 33°03'21", thence  
N51°06'32"E 172.80 feet to a point, thence  
272.26 feet along the arc of a curve to the left with a radius of 1040.00  
feet and a delta of 14°59'57",  
thence

N36°06'34"E 137.54 feet to a point, thence  
219.75 feet along the arc of a curve to the left with a radius of 540.00  
feet and a delta of 23°18'58", thence  
N12°47'36"E 259.27 feet to a point, thence  
157.72 feet along the arc of a curve to the right with a radius of 460.00  
feet and a delta of 19°38'41", thence  
N32°26'17"E 323.52 feet to the end of the road as shown on the plat of the  
Timberlake South  
subdivision, thence

N87°17'00"E 1469.97 feet along the centerline of the SE ¼ of Section 24  
to a point, thence  
N00°04'00"E 1742.40 feet to a point, thence  
N87°17'00"E 100.12 feet to a point, thence



N66°39'00"E 2163.21 feet to a point, thence  
S89°39'27"E 1056.58 feet to the northeast corner of this tract, thence  
S00°10'49"W 3033.52 feet to the southeast corner of this tract, thence  
S80°03'24"W 3082.52 feet to a point, thence  
S00°04'00"W 334.17 feet along the west boundary of Section 19 to the place  
of beginning and containing 500.000 acres more or less

BUT excepting and reserving an aviation clear zone easement (the "Aviation Clear Zone Easement"), 200 feet in width, lying along the south boundary of the 500 Acres extending 3082.52 feet westerly from the southeast corner of the 500 Acres. No improvements shall be constructed in the Aviation Clear Zone Easement except wood fences which may be constructed only with the consent of the *Corporation* or successor owner of the runway south of the 500 Acres

## **EXHIBIT A-2**

### **(THE CLIFFS)**

In Township 11 North, Range 16 West, NMPM, McKinley County, New Mexico:

The east half and the east half of the northwest quarter (E1/2, E1/2, NW1/4) of  
Section Three,

Section Eleven, and

The northeast quarter (NE1/4),

The north half of the southeast quarter (N1/2SE1/4),

The southeast quarter of the southeast quarter (WE1/4SE1/4),

The northeast quarter of the northwest quarter (NE1/4NW1/4) and the east half of  
the southeast quarter of the northwest quarter (E1/2SE1/4NW1/4) of Section  
Fourteen.

BUT EXCEPTING AND EXCLUDING from the above described land all of that  
portion lying within Units 1 through 10 of TIMBERLAKE RANCH, a subdivision,  
as recorded in the Office of the McKinley County Clerk on August 22, 1979.

### EXHIBIT A-3

Cloh-Chin-Toh Common Area on the plat entitled, "Cloh Chin Toh Ranch Subdivision," recorded December 6, 1977, in Volume C-11, Page 64, as Document No. 19141, in the record of the County Clerk of Valencia County, New Mexico, by the following names:

1. Horse Pasture
2. Solid Waste Disposal Area
3. 100' Equestrian Easement
4. Stream (shown as having an area of 7.4123 acres)
5. Lot 74

### EXHIBIT A-4

#### EASEMENTS AND ROADS

The right, title and interest in the portions of the following subdivided lands which have been designated as roads, streets, rights-of-way or equestrian easements on the subdivision plats in the following subdivisions:

Timberlake Ranch subdivisions in Cibola (formerly Valencia) and McKinley Counties, Cloh-Chin-Toh Ranch subdivision in Cibola (formerly Valencia) County and Timberlake South subdivision in Cibola County as shown on the plats recorded (a) on December 29, 1978, in Volume C-11, Pages 169A and 170, Valencia County, New Mexico, records, (b) on August 22, 1979, as Plat Nos. 190,937, No. 190,938, No. 190,939, No. 190,940, No. 190,941, No. 190,942, No. 190,943, and No. 190,944, McKinley County, New Mexico, records (c) on August 22, 1979, as Plat No. 190,945, and No. 190,946, McKinley County, New Mexico, records, as revised by the replats recorded on March 17, 1982, as Plat Nos. 205,991 and 205,999, McKinley County, New Mexico, records, as revised by the plat recorded August 29, 1983, as Document No. 8495, in Plat Cabinet Book 1, page 62, Cibola County, New Mexico, records, (e) on December 6, 1977, as Document No. 19141, in vol. C-11, Page 64, Valencia County, New Mexico, records, as revised by the plat recorded May 10, 1988, as Document No. 027274 in Plat Cabinet A, Book 1, Page 205, Cibola County, New Mexico records and any supplement or amendment to any plat listed in this paragraph.

## EXHIBIT A-5

A certain Tract of land situated within Section 24, Township 11 North, Range 16 West, New Mexico Principal Meridian, McKinley County, New Mexico, being more particularly described as follows:

Beginning at the Northeast corner of the Tract herein described, said point being the Northeast corner of the aforementioned Section 24, Township 11 North, Range 16 West, New Mexico Principal Meridian, and running along the Easterly boundary of Section 24 thus,

S 00°04'00" W., 3919.40 feet to the southeast corner; thence, leaving said easterly boundary of Section 24,

S 87°17'00" W., 100.12 feet to the southwest corner; thence,

N 00°04'00" E., 3919.75 feet to the northwest corner, a point on the northerly boundary of Section 24; thence, following said northerly boundary of Section 24,

N 87°29'00", 100.10 feet to the northeast corner and point of beginning of the tract herein described.

And the roads, streets, rights-of way or access easements within Section 24, Township 11 North, Range 16 West, McKinley County, New Mexico.

Exhibit B to Class Action Complaint

SECOND AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

TIMBERLAKE RANCH

MCKINLEY & CIBOLA COUNTIES

NEW MEXICO

## **TABLE OF CONTENTS**

### **ARTICLE I: DEFINITIONS**

Section 1: Architectural Approval	Section 13: Lot
Section 2: Association	Section 14: McKinley 1-10
Section 3: Board	Section 15: Member
Section 4: Bylaws	Section 16: Member in Good Standing
Section 5: Cibola 1/ Cibola 2	Section 17: Owner
Section 6: CID	Section 18: Property
Section 7: Cloh Chin Toh	Section 19: Regulations
Section 8: Common Area	Section 20: Residence
Section 9: Completed Residence	Section 21: Storage Sheds
Section 10: Front	Section 22: Temp. Living Accommodations
Section 11: Green Energy	Section 23: Timberlake Ranch
Section 12: Livestock	Section 24: Timberlake South
	Section 25: Tiny Home

### **ARTICLE II: ARTICLES AND BYLAW PROVISIONS**

#### **ARTICLE III: USE RESTRICTIONS (Pg. 8)**

Section 1: Residential Use
Section 2: Recreational Use and Storage
Section 3: Commercial & Home Business Use
Section 4: Livestock
Section 5: Occupancy of Unfinished Temporary or RV Structures Restricted
Section 6: Limitations on Use of Signs
Section 7: Land to be Kept Cleared of Rubbish
Section 8: Mining and Drilling
Section 9: Hunting and Firearms
Section 10: Leasing and Renting of Lots
Section 11: Lots Not to be Used for Storage
Section 12: Lots Not to be Subdivided
Section 13: Fireworks

#### **ARTICLE IV: BUILDING RESTRICTIONS (Pg. 11)**

Section 1: Private Single-Family Residence
Section 2: Minimum Size of Residence
Section 3: Guest House
Section 4: Front, Rear, and Side Setback Lines
Section 5: Roofing & Siding Material
Section 6: Well Houses, Storage Sheds/Garages/Barns
Section 7: Construction Diligently Prosecuted
Second Amended and Restated Declaration of Covenants, Conditions and Restrictions – Timberlake Ranch

Section 8: Lot Alterations

Section 9: Tanks and Receptacles

Section 10: Outdoor Lighting

## **ARTICLE V: ARCHITECTURAL CONTROL (Pg. 16)**

Section 1: Prior Approval

Section 2: Review Procedures

Section 3: Architectural Standards

## **ARTICLE VI: ENFORCEMENT (Pg. 17)**

Section 1: Powers of Association

Section 2: Powers of Owner

Section 3: Adoption of Regulations

Section 4: Right of Entry to Correct Violations

Section 5: Association Costs & Expenses to cause Compliance

Section 6: Litigation

Section 7: Remedies Provision

## **ARTICLE VII: MISC. PROVISIONS (Pg. 19)**

Section 1: Severability

Section 2: Construction

Section 3: Amendments

Section 4: Mortgage Protection

Section 5: Failure to Enforce Not a Waiver

Section 6: Retroactivity

Section 7: Prior Covenants Superseded

Section 8: Property Subject to Declaration

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1st day of January, 2010, by and between the Board of Directors of Timberlake Ranch Homeowners Association, Inc., a California corporation, and the owners of the lots described in the attached map, which lots are located in the City of San Diego, California, and are more particularly described in the attached map. The Board of Directors of Timberlake Ranch Homeowners Association, Inc., is the duly authorized representative of the owners of the lots described in the attached map, and the owners of the lots described in the attached map are the duly authorized representatives of the Board of Directors of Timberlake Ranch Homeowners Association, Inc.

**SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TIMBERLAKE RANCH  
IN CIBOLA AND MCKINLEY COUNTIES, NEW MEXICO**

This Second Amended and Restated Declaration is made as of the 21<sup>st</sup> day of June, 2019 by TIMBERLAKE RANCH LANDOWNERS ASSOCIATION, a New Mexico Non-Profit Corporation.

WITNESSETH:

WHEREAS, Timberlake Ranch, a subdivision in Cibola and McKinley counties, New Mexico, is located within a naturally beautiful area, and whereas it is desirable to impose certain restrictions to protect and enhance the natural beauty of Timberlake Ranch, through the adoption and establishment of covenants, conditions and restrictions upon said Property and each and every Lot and portion thereof and to establish a general plan for the development, use, occupancy and enjoyment thereof, all for the purpose of protecting the value, desirability and attractiveness of said Property; and

WHEREAS, Timberlake Ranch Landowners Association has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said Property and such additional Property as may in the future be annexed thereto, pursuant to the provisions of this Declaration, to provide for an association to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

NOW, THEREFORE, Timberlake Ranch Landowners Association hereby covenants, agrees and declares 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"). The Declaration is declared to be for the benefit of the whole of Timberlake Ranch and the Owners of Lots therein and their successors and assigns. 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 thereof and are imposed upon said Property and every part thereof as a servitude in favor of each and every part thereof as the dominant tenement or tenements. All covenants are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

## ARTICLE I

### DEFINITIONS

Whenever used in this Declaration, the following terms will have the following meanings.

Section 1: "Architectural Approval" means approval of plans and specifications by the Architectural Committee.

Section 2: "Association" means Timberlake Ranch Landowners' Association, a New Mexico nonprofit corporation, and its successors and assigns.

Section 3: "Board" means the Board of Directors of the Association.

Section 4: "Bylaws" means the Amended and Restated Bylaws of the Association adopted on November 3, 2007 and any subsequent revisions, restatements or amended versions thereof.

Section 5: "Cibola 1" (Timberlake Unit 1) located in Sections 7 & 18, T 11 N, R 15 W and "Cibola 2" - (Timberlake Unit 2) located in Section 18, T 11 N, R 15 W means the subdivision as shown on the plats recorded on December 29, 1978, in Volume C-11, Page 110, Valencia County, New Mexico.

Section 6: "CID" means the Construction Industries Division of the New Mexico Department of Regulation and Licensing, the agency that promulgates and enforces standards and issues approvals for construction, its successors and assigns.

Section 7: "Cloh Chin Toh" means the Subdivision located within Cibola County, New Mexico, as shown on the plats entitled Cloh Chin Toh in Sections 29 & 32, T 11 N, R 15 W, N.M.P.M. recorded on December 6, 1977, as Document No. 19141, in Vol. C-11, Page 64, Valencia County, New Mexico.

Section 8: "Common Area" means the real estate owned by the Association and located in Cibola and McKinley Counties, New Mexico and described on Exhibits A-1, A-2, A-3, A-4 and A-5 of the Amended and Restated Bylaws, true and correct copies of which Exhibits are attached hereto and incorporated herein by this reference.

Section 9: "Completed Residence" means a single-family residence for which a Certificate of Occupancy has been issued by the CID.

Section 10: "Front" means and refers to that boundary of a Lot which is adjacent to a road. If the Lot in question is a corner Lot and thereby has two or more sides adjacent to a road, then for setback purposes all sides adjacent to the roads shall be defined as the Front.



Section 11: "Green Energy" includes but is not limited to wind and/or solar power that is sustainable and produced on-site. Green energy shall be generated in a way that protects the natural environment and does not detract from the natural beauty of the area. Timberlake Ranch Landowners Association promotes Green Energy.

Section 12: "Livestock" in Timberlake Ranch means horses, mules, cows, pigs, donkeys, goats, sheep, cattle and any other animals which are defined as livestock by the Board pursuant to Article III, Section 4 of this Declaration.

Section 13: "Lot" means and refers to a recorded Lot within Timberlake Ranch, but does not mean or include the Common Area.

Section 14: "McKinley 1-10" means the subdivision located within McKinley County, New Mexico, in Sections 1, 2, 3, 11, 12, 13, 14, T 11 N, R 16 W, N.M.P.M. as shown on the plats recorded on August 22, 1979 entitled as Timberlake Ranch Unit 1 No. 190,937 in Cabinet B-144, Unit 2 No. 190,938 in Cabinet B-145, Unit 3 No. 190,939 in Cabinet B-142, Unit 4 No. 190,940 in Cabinet B-147, Unit 5 No. 190,941 in Cabinet B-148, Unit 6 No. 190,942 in Cabinet B-149, Unit 7 No. 190,943 in Cabinet B-150, Unit 8 No. 190,944 in Cabinet B-151, Unit 9 No. 205,990 in Cabinet B-152, Unit 10 No. 205,991 Cabinet B-153 and plats filed on March 17, 1982 Unit 9 No. 205,990 Cabinet B-192 and Unit 10 No. 205,991 Cabinet B-193.

Section 15: "Member" means every person or entity who is an Owner and by such ownership is considered a member in the Association.

Section 16: "Member in Good Standing" means every person or entity who holds membership in the Association and is current in paying the annual Association assessments and is not currently in violation of the Declaration, the Association's Articles and Bylaws, and/or rules, regulations, and guidelines for Timberlake Ranch adopted by the Association. Only Members in Good Standing shall be entitled to vote on matters presented to or requiring a vote of the Members. Any reference to a vote of the Members, or to a required percentage vote of the Members, herein shall mean and refer to Members in Good Standing.

Section 17: "Owner" means and refers to any Owner, whether one or more persons or entities, of any Lot either in fee simple or as a beneficial Owner under the terms of any outstanding real estate contract, excluding those having such interest merely as security for the performance of an obligation. Unless the context otherwise requires, Owner shall include the family, invitees, licensees and tenants of any Owner for the purposes of applying the provisions of this Declaration.

Section 18: "Property" means and refers to all of the property known and defined herein as Timberlake Ranch.

Section 19: "Regulations" means written rules, regulations and guidelines (Board of Directors Policies and Procedures) adopted and enforceable by the Board for the interpretation, implementation and enforcement of the Declarations, the Articles, and the Bylaws, and the exercise of the Board's powers, duties and responsibilities there under.

Section 20: "Residence" means any building or portion of a building permanently situated on a Lot designed and intended for use as a single-family residence as defined in Article IV, Section 1 of this Declaration.

Section 21: "Storage shed" means any detached accessory structure that is not used for human habitation or occupancy, but is intended to be used solely for storage.

Section 22: "Temporary Living Accommodations" means any structure that is not a Residence as defined in Section 20 above, but that is used as a temporary dwelling place for humans including, but not limited to: recreational vehicles, motor homes, travel trailers, campers, tiny homes, yurts, and tents

Section 23: "Timberlake Ranch" means and refers to the combination of all subdivisions known as and defined herein as Cloh Chin Toh, Cibola 1 (Timberlake Unit 1), Cibola 2 (Timberlake Unit 2), McKinley Units 1-10, Timberlake South and the Common Areas.

Section 24: "Timberlake South" means the subdivision located within Cibola County, New Mexico, known as Timberlake South Subdivision, as shown on the plats entitled, "Timberlake South (Revised), A Subdivision in Section 19 & 30, T 11N, R 15W, N.M.P.M., Cibola County, New Mexico," recorded on July 29, 1983 as Document No.8595, in Plat Cabinet Book 1, Page 62, in the Cibola County, New Mexico records, and thereafter revised and recorded at 1:01 PM on April 10, 1996, Cabinet C, Slot 89, Records, Cibola County, New Mexico. Timberlake South is comprised of thirty-one (31) residential Lots, numbered 1 through 31A.

Section 25: "Tiny Home" means a dwelling that is less than 600 square feet in floor area.

## **ARTICLE II**

### **ARTICLES AND BYLAW PROVISIONS**

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. In the event of any conflict between these documents, the provisions of this Declaration shall control over the Articles and the Bylaws, and the provisions of the Articles shall control over the Bylaws. The Articles and the Bylaws may each be amended as provided in the document.

## ARTICLE III

### USE RESTRICTIONS

#### Section 1: Residential Use.

All Lots in Timberlake Ranch shall be used exclusively for private, single-family purposes and no other use unless expressly permitted under this Declaration. The production of Green Energy is not permitted on any Lot that does not contain a Residence. Exception: Green energy systems are allowed on a lot with a structure appurtenant to a Residence pursuant to Article IV.

#### Section 2: Recreational Use and Storage.

Camping on a Lot, including the use and storage of Temporary Living Accommodations including, but not limited to: recreational vehicles, motor homes, travel trailers, campers, Tiny Homes, yurts, and tents as overnight accommodations is permitted only under the following conditions:

- (a) Temporary Living Accommodations may not be left on the Lot in excess of a cumulative 6 month period and may not exceed 6 months in any calendar year.
- (b) No camping is allowed in setback areas.
- (c) No dumping of blackwater is allowed. Blackwater is defined as waste from a liquid flushing toilet, urinals or water contaminated with human excrement.
- (d) Landowners are responsible for the actions of family and friends when they are guests, whether the landowner is present or not.
- (e) Other than as allowed in subsection (a) above, camping vehicles may only be stored on a Lot if there is a Residence, or if they are placed within an enclosed storage shed as defined in Section 6 of Article IV.
- (f) Livestock may temporarily occupy a lot during periods of recreational use only if landowner is in attendance showing active animal management and responsibility.
- (g) Temporary installations of Green Energy production equipment supporting recreational vehicles or temporary dwelling accommodations, must be removed and/or stored after Temporary Living Accommodations are removed.

#### Section 3: Commercial & Home Business Use.

No commercial/home business use shall be allowed on any Lot where there is clear outward evidence of the business (e.g., advertising signs, special lighting, extra parking, increases in traffic, noise, temporary/permanent storage of heavy equipment, etc.) or any activities in violation of federal, state, or local law.

#### Section 4: Livestock.

The Board may by regulation designate animals as "livestock", in addition to those enumerated in the definition of "Livestock" contained in Article I of this Declaration. The Board may also by regulation limit the number of particular kinds of Livestock that may be kept on Lots. Numerical limitations of Livestock may occasionally be exceeded on a

temporary basis, such as for the gathering of horses for a trail ride.

No Livestock shall be permitted to run loose beyond the boundaries of the Owner's Lot.

Livestock are not permitted to be kept or housed full time on any Lot that does not contain a permanent Residence. Ownership of multiple Lots does not entitle the Lot Owner to increase the number of Livestock permitted to be kept or housed on any Lot.

Owners of multiple adjoining Lots with a permanent Residence located on one Lot may keep livestock on the adjoining Lot in corrals, turnouts or other similar structures that do not require building permits per CID regulations. Small detached shade structures exempt from permit through CID (currently limited to 120 square feet or less) are limited to an aggregate area of 500 square feet under roof for all structures combined on any Lot lacking a permanent Residence.

#### Section 5: Occupancy of Unfinished, Temporary or RV Structures Restricted.

Except as provided in Article III, Section 2 above and in this Section 5, no building or structure on any Lot, other than a completed single-family Residence or guest house, shall be lived in or used for dwelling purposes.

Nothing herein shall prohibit a contractor or landowner from maintaining a temporary tool house/ shed and from using construction equipment on a Lot during construction. However, all such storage facilities and equipment must be removed from the Lot after the residence is completed unless the tool house or shed complies with all applicable requirements, including but not limited to architectural standards, and if appropriate, has been approved by the Architectural Committee as a permanent structure.

While a permanent Residence is being constructed on a Lot, an outbuilding meeting the criteria of Section 6 of Article 4 may be used as a dwelling or a recreational vehicle/tent/or camper may be placed on said Lot to be used on a temporary basis while construction is underway. Such temporary housing may not be placed on a Lot for a period exceeding twenty-four consecutive (24) months from the time the initial foundations are laid. However, the temporary housing may not be moved onto the Lot until all building permits for construction of the permanent Residence have been obtained from the appropriate governmental authorities and the written approval of the Architectural Committee has been obtained for the placement of the temporary housing.

#### Section 6: Limitation on Use of Signs.

No business or commercial signs or billboards of any kind shall be erected, permitted or maintained on any of the Property or roadways except upon prior written approval by the Association. The Association may revoke such approval at any time.

However, the following signs may be displayed without such specific approval:

- (a) Provided building plans have been duly approved by the Association, professionally lettered signs naming the architect, construction company or subcontractors may be

displayed on the Lot during actual construction, but no such sign shall exceed the dimensions of 24" X 24".

(b) Only one "For Sale" or "For Lease" sign may be maintained at any time on a Lot provided it does not exceed the dimensions of 24" x 24",

(c) No Trespassing signs

(d) Up to four (4) pennants and one "open house" sign, may be displayed on the Lot while a licensed real estate broker or Owner has said property/home for sale,

(e) After the closing of a sale, a real estate broker may continue to display his/her sign with a "Sold" rider attached for a maximum of 30 days after which the entire sign must be removed from the Lot.

Signs that are allowed to deteriorate and become unsightly shall be considered unauthorized, even if originally approved or permitted.

#### Section 7: Land to be Kept Cleared of Rubbish.

Each Owner shall keep his/her Lot free and clear of all trash, debris, garbage and other rubbish including such material dumped on his/her Lot by others.

Trash, garbage and other waste shall be:

- 1) kept in sanitary containers;
- 2) screened and concealed from the view of other lots, common areas, and the public right of way;
- 3) removed regularly to a licensed landfill or dump transfer station; and
- 4) not be allowed to accumulate.

#### Section 8: Mining or Drilling.

No drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the property. The drilling of water well(s) on a Lot is allowed and requires a well drilling permit from the New Mexico State Engineer.

#### Section 9: Hunting and Firearms.

Except for pest control, and in accordance with applicable law, no hunting with gun, bow & arrow or otherwise is allowed in Timberlake Ranch.

No recreational discharge of firearms is allowed within Timberlake Ranch.

#### Section 10: Leasing or Renting of Lots.

Any Owner may lease his/her Lot to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement shall relate to less than the whole of any Lot and the improvements located thereon. Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the Declaration and Bylaws. Any failure by lessee to comply with the terms of Declaration and the Bylaws shall be a default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions.

Second Amended and Restated Declaration of Covenants,

Conditions and Restrictions – Timberlake Ranch 10

Section 11: Lots Not to be Used for Storage.

No Lot shall at any time be used for open air storage of building materials, vehicles, implements, tools, junk vehicles, junk mechanical equipment, or rubbish.

Nothing in this section will preclude an Owner from placing and maintaining building and landscaping materials, tools or equipment on any Lot in pursuance of construction approved and properly pursued under all applicable requirements of the Association.

Section 12: Lots Not to be Subdivided.

No Lot shall be further split, divided, or subdivided by any Owner, provided, however, this shall not prohibit corrective deeds or similar corrective instruments which have the effect of moving Lot lines between adjoining Lots for the purpose of correcting errors, trading areas of land or similar purposes. In no case, however, can such movement of lines between Lots result in either an increase in the total number of Lots, or reduction of the size of any Lot below 5.0 acres. No Owner shall bring any legal action for partition or division of any Lot; provided, however, that an Owner may seek a Court-ordered sale of any jointly-owned property and the division of the sale proceeds.

Section 13: Fireworks

No Fireworks may be used in Timberlake Ranch.

**ARTICLE IV**

**BUILDING RESTRICTIONS**

Section 1: Private Single-Family Residences.

No lot may contain more than one single-family Residence, one private guest house as permitted in Section 3 of this Article, and outbuildings (including garages) as permitted in Section 6 of this Article.

All Residences and guest houses, whether constructed onsite or offsite, must be constructed or installed on permanent foundations and in accordance with the regulations and standards of the New Mexico Construction Industries Division (CID).

Residences/guest houses that are constructed offsite are permitted provided that each such Residence/guest house can be moved onto the intended Lot using the Timberlake Ranch roadways as they currently exist with no modifications such as widening of the road, clearing of trees, bridging washes, etc.

No trailer, trailer house, motor home, mobile home/manufactured home (single wide or double wide) or other non-site built home not meeting CID regulations and standards shall be moved onto or placed upon any Lot in Timberlake Ranch for use as a temporary or permanent Residence, regardless of whether such home meets any other federal or state standards such as Department of Housing and Urban Development or the New Mexico Manufactured Housing Division.

The foregoing does not prohibit the use of certain recreational vehicles for camping as provided in Article III, Section 2 above, and as a temporary dwelling during the construction of a permanent Residence as set forth in Article III, Section 5 above.

#### Section 2: Minimum Size of Residence.

No Residence shall be erected on any Lot in Timberlake Ranch with less than 600 square footage of interior heated space with the exception of Timberlake South Subdivision. All residences in Timberlake South must contain at least one thousand two hundred (1,200) square feet) of interior heated space. This excludes outside porches, sun porches, screened in porches, patios, attached or detached garages, or carports.

#### Section 3: Guest House

The purpose and intent of allowing the construction of a guesthouse is to provide additional housing for family members and visiting guests of the owners of the single-family Residence. The rental, lease, or separate sale of the guesthouse is prohibited.

A guest house is defined as an adjunct living unit, with sleeping area(s), and with or without kitchen and sanitary facilities, which is attached to or detached from the single Residence on the same Lot. A guesthouse may only be used for the housing of family members and guests without compensation. It may not be rented, leased or sold separately from the rental, lease or sale of the main single-family Residence on the Lot.

The Owner, renter, or lessee of a property containing a Residence and a guesthouse may live in either the Residence or the guesthouse, but the other structure may only be used for the housing of family members or guests without compensation. If a Lot contains a guesthouse, the single Residence may only be rented, leased, or sold in conjunction with and to the same party as the sale, lease, or rental of the guesthouse.

The maximum exterior size of a guesthouse is 40% of the total exterior size of the Residence. In no case can a guesthouse exceed 1000 square feet in exterior size. Guesthouses can only be one floor in height, although they may be the second floor above a garage or other outbuilding. A Residence can later become a guesthouse if a second structure is built as a Residence and the size restrictions contained herein are met.

All guesthouses must be approved by the Architectural Committee under Article V Section 1.

#### Section 4: Front, Rear and Side Setback Lines.

Setbacks are required in order to maintain natural beauty and privacy on the Ranch. No Residence, Temporary Living Accommodation, other building, or part thereof or other architectural feature shall be erected, placed, permitted or maintained within setback areas. Setbacks in Timberlake South are different and more specific than elsewhere because of the narrowness of the lots and their high visibility from the Community Center, the lake, and other common areas.

If unusual and major topological challenges to construction exist, the Board may give a limited waiver to setback requirements. This section does not create a right to such waiver, which will only be issued in rare cases and completely at the discretion of the Board.

- a) Everywhere except Timberlake South, that is in Cloh Chin Toh, Cibola 1 (Timberlake Unit 1), Cibola 2 (Timberlake Unit 2) and McKinley 1-10 Subdivisions, rear and side setbacks are 20 feet and front setbacks are 100 feet.
- b) In Timberlake South, side setbacks are 50 feet. Front and rear setbacks are listed for each Lot below.

SET-BACKS FOR ALL LOTS IN TIMBERLAKE SOUTH  
(All numbers are in feet)

LOT NUMBER	FRONT SETBACKS	REAR SETBACKS
1	140/540	50
2	100	250
3	100	250
4	100	250
5	100	250
6	100	250/400
7	100	400
8	100	400
9	100	400
10	100	400
11	100	400/300
12	100	300/200
13	160/480	200/300
14	480/670	300/400
15	670/510	400/390
16	510/370	390/340
17	370/530	340/420
18	530/670	420/380
19	670/760	380/410
20	760/380	410/400
21	380/460	400
22	460/520	400/110
23	520/430	110/300
24	430/590	300/400
25	590/740	400/500
26	740/920	500
27	920/1020	500
28	1020/1040	500/600
29	1040/1010	600
30	1010/955	600
31-A	955/900	600



Where the chart contains two measurements, such as 460/520, the first is for the west side and the second for the east. Thus if 460/520 were in the Front Setback list it would indicate a western front setback of 460 feet and an eastern front setback of 520 feet. If it were in the Rear Setback list it would designate a western rear setback of 460 feet and an eastern rear setback of 520 feet.

#### Section 5: Roofing and Siding Material

No highly reflective material, including shiny silver metal, shall be used as roofing or siding material. Any metal materials used must be coated or painted as part of the original manufacturing process. Owners are encouraged to select a fire resistant material for all roofing and siding surfaces.

#### Section 6: Well Houses, Storage Sheds/Garages/Barns

Lots without Residences may contain well houses, and no more than one enclosed storage shed per Lot. Well houses and/or sheds shall not exceed 200 square feet each, provided Architectural Committee approval and applicable permits through CID are obtained.

Other than the structures authorized in the previous paragraph, outbuildings such as garages, barns, and large storage structures are allowed on lots which do not yet have a completed Residence, only if construction plans have been approved as provided for in Article V of this document. The construction of the Residence shall commence within two-and-one-half years of the date of initiation of construction of and/or placement of outbuildings on a Lot.

#### Section 7: Construction Diligently Prosecuted.

The process of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until fully completed, and the exterior of all structures shall be constructed and enclosed and have a finished appearance not later than twenty-four (24) months from the time the initial foundations are laid. If construction is delayed, the landowner will notify to the Architectural Committee in writing.

#### Section 8: Lot Alterations.

Each Owner is responsible for installing appropriate culverts when a Lot's driveway is installed, so as to not adversely affect the surface water drainage from the property or roadside.

All survey pins and markers within the property, including those found within the Lots, are to be left in the place and condition in which they were originally set unless an official resurveying of the Lot has been performed.

#### Section 9: Tanks and Receptacles.

Tanks and receptacles are not allowed in setback areas.

Every tank not inside a structure shall be screened or painted an earth color, if it can be seen from a roadside, a neighbor's Lot, or from a common area.

#### Section 10: Outdoor Lighting.

Our dark skies are an important asset to life in Timberlake Ranch, and we therefore encourage a minimum of exterior lighting and the use wherever possible of exterior fixtures designed to minimize light pollution. All exterior lighting must meet the requirements of the New Mexico Night Sky Protection Act and any other applicable requirements under federal, state, or county law.

#### Section 11: Green Energy Systems

Timberlake Ranch is a Green Energy friendly community. The TRLA continues to encourage and support the installation of Green Energy systems by the residents and recognizes that the installation of Green Energy systems helps reduce carbon emissions and other negative impacts on the environment. The purpose of this section is to provide guidance on the installation of Green Energy systems in a way that protects the natural beauty of Timberlake Ranch. It should be noted that the first step in the practice of Green Energy system installation is to reduce demand through efficient sizing of the system so it is no larger than it needs to be.

1. Solar arrays, wind turbines and other Green Energy systems are solely meant to supply power for a Residence and appurtenant buildings. Green Energy systems shall be sized to provide the output required by existing or proposed structures plus a maximum of 10% for future expansion.
2. Green Energy system structures mounted on rooftops shall not exceed the ridge or highest point of any roof deck on the lot by more than six (6) feet or a maximum of 35 feet above adjacent grade plane, whichever is higher. Distance is measured to the top of the mast or other supporting structure of the solar array or other collection component.
3. Ground mounted wind turbines shall not exceed 35 feet in height as measured from adjacent grade plane to the top of the mast or 6 feet above the highest roof deck on the lot, whichever is higher. Ground mounted solar arrays shall not exceed the eave height of the Residence, or 10 feet (whichever is lower), as measured from adjacent grade plane to the top of the array or highest solar collector.

## ARTICLE V

### ARCHITECTURAL CONTROL

#### Section 1: Prior Approval

No construction or alteration of a structure on any Lot that requires CID approval, and no placement of any structure on any Lot that contains 200 or more square feet, shall occur without prior written approval of plans by the Architectural Committee.

Changes to construction or placement of structures on lots for which plans have been approved under this section, that involve or relate to any Timberlake Ranch requirement, must be submitted to and approved by the Architectural Committee in the same manner as the original plans.

Because some buildings for which prior approval is not required under this section may be subject to architectural standards regulations under Section 3 of this Article, the Board offers as a service the review of plans for the construction or placement of structures which do not require prior review, so the Owner can be assured that if the plans are followed, the structure will not be out of compliance.

#### Section 2: Review Procedures

**Submission of Plans.** Two copies of plans shall be submitted to the Architectural Committee, containing information adequate to determine compliance with all applicable Timberlake Ranch requirements. "Request for Design Approval" forms and architectural restrictions are available through the Chairperson of the Architectural Committee.

**Review of Plans.** The Architectural Committee shall respond to an Owner in writing within 30 days after submittal of plans. The response will indicate whether the plan is approved or disapproved in whole or in part, the reasons for any disapproval, and/or whether further information is required to determine compliance with all Timberlake Ranch requirements.

#### **Green Energy Plans.**

1. All Green Energy system plans shall be subject to Architectural Committee approval pursuant to section 1 of this Article prior to submittal to CID for permit.
2. All Green Energy systems shall be approved through CID and installed in accordance with applicable laws, permits, and standards.

#### Section 3: Architectural Standards

The Architectural Committee may propose adoption, amendment, or modification of regulations specifying architectural standards for buildings constructed, placed, or altered on any Lot, to the Board of Directors, which may adopt them pursuant to Article VI of this Declaration.

## ARTICLE VI

### ENFORCEMENT

#### Section 1: Powers of Association.

The Association has the power to administer and enforce this Declaration and collect and enforce the assessments, charges, and liens provided in the Articles and Bylaws. The Association consequently has:

- (a) the right to assess the owners and enforce the assessments by lien or otherwise as provided in the Articles and Bylaws; and
- (b) the right to enforce, by proceedings in law or equity, all covenants, restrictions, conditions, regulations, rights, assessments, liens and charges imposed by or pursuant to this Declaration or the Bylaws and,
- (c) the right to prevent the violation of any such covenants, restrictions, conditions, regulations, and rights.

#### Section 2: Powers of Owners.

Owners have the right to enforce, by proceedings in law or in equity, all covenants, restrictions, conditions, and regulations imposed by or pursuant to this Declaration or the Bylaws, and to prevent through judicial proceedings the violations of any such covenants, restrictions, conditions, and regulations.

#### Section 3: Adoption of Regulations.

Any regulation enforceable against owners, lessees, or guests may only be adopted, amended, or rescinded by the Board after a thorough opportunity for review and input by members, including at a minimum mailing or electronically providing to each member a copy of the proposed regulation, and at least one well-advertised meeting to discuss and take comments on it. This includes but is not limited to livestock regulations under Article III of this Declaration, architectural standards regulations under Article V of this Declaration, and regulations governing the use of the common areas under Article III of the Bylaws.

#### Section 4: Right of Entry to Determine or Correct Violations.

Board Members may enter on and inspect, within reasonable hours and with prior written notice to the Owner, any Lot to the extent necessary to determine whether a suspected or alleged violation exists of this Second Amended and Restated Declaration or of any other Timberlake Ranch legal requirement contained in the Bylaws, Architectural Standards, other rules or regulations, or elsewhere. This right of entry to inspect may only be exercised if the existence or nonexistence of the suspected or alleged violation cannot be determined by visual inspection from common or public property. Prior written notice is not required if the Owner verbally consents to the inspection.

If, because of inspection or otherwise, the Board finds violation of a Timberlake Ranch legal requirement and the violation continues after notice to the Owner and opportunity for the Owner to correct the violation, the Board and/or its employees or agents may, after prior written notice to the Owner, enter the Lot and correct the condition that creates the violation.

#### Section 5: Association Costs and Expense to Cause Compliance.

If any covenant, condition, restriction, or regulation of this Declaration is not performed as required by this Declaration, and the Association takes such action under the Article as is necessary or desirable in order to cause compliance with this Declaration the Board will send written notice of the amount of the compliance costs and expenses incurred by the Association to the Owner of the Lot at the last known address of the Owner in the Association records and such amount will be due upon receipt. The total amount of such costs and expenses, plus interest at the rate of one and one-half percent (1 1/2%) per month (or at the highest lawful rate if less than one and one-half percent per month) from the due date will constitute a lien on the Lot until paid, and the Association may enforce its lien in the manner provided in the Bylaws for enforcing liens for non-payment of assessments.

#### Section 6: Litigation.

The Association has the power and authority to commence judicial or administrative proceedings: (a) to enjoin or seek damages for injury to the common areas or trespass on the common areas; (b) to enforce the provisions of this Declaration, the Bylaws, and any regulations established hereunder; (c) to collect the assessments provided in the Bylaws; (d) to challenge property or other taxes or liens assessed against the common areas or the Association; (e) to assert or protect any interest of the Association.

#### Section 7: Remedies Provision.

In the event any claims, disputes and other matters in question arising out of, or related to, this Declarations, the Articles, the Bylaws and the Regulations cannot be resolved by direct discussions, they shall be settled and finally determined by any Court of having proper jurisdiction and venue within the State of New Mexico. The prevailing party in any Court proceeding shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and legal costs and expenses incurred in connection therewith, including those incurred in any collection action or on appeal. Notwithstanding the foregoing, the parties to a dispute may voluntarily and mutually agree to mediate or arbitrate a dispute, but such mediation or arbitration shall not be required of any party.

## ARTICLE VII

### **MISCELLANEOUS PROVISIONS**

#### Section 1: Severability.

Invalidation of one or more of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### Section 2: Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and common areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to as resolving questions or interpretation or construction.

Section 3: Amendments. Except for this Section, this Declaration may be amended at any time, only by the affirmative written assent or vote of members in good standing having not less than fifty-one percent (51%) of the voting power of the Association.

This section may be amended at any time, only by the written affirmative assent or vote of members in good standing having not less than seventy-five percent (75%) of the voting power of the Association.

In order for any amendment of or under this section to be valid, it must include an Owner participation process that includes at a minimum all the elements required for adoption of a regulation under Article VI.

#### Section 4: Mortgage Protection Clause.

No breach of the covenants, conditions or restrictions contained in this Second Amended and Restated Declaration nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage or deed of trust encumbering a Lot made in good faith and for value, but all of the covenants, conditions and restrictions contained in this Second Amended and Restated Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale or otherwise. Any lien of the Association granted under the terms of this Second Amended and Restated Declaration will be subject to the lien of any mortgage, deed of trust or real estate contract encumbering a Lot.

Section 5: Failure to Enforce Not a Waiver. Each and all of the covenants, conditions and restrictions contained in this Second Amended and Restated Declaration shall be deemed and construed to be continuing and the extinguishments of any right for any breach shall not impair or affect any of said covenants or restrictions so far as any future or other breach is concerned. The failure by the Association or any Owner in Timberlake Ranch or any tracts within such real property as may be annexed thereto or their legal

representatives, heirs, successors or assigns at any time or upon any occasion, to enforce any of said restrictions, covenants and conditions, in whole or in part, shall in no event be deemed a waiver of the right to do so thereafter, nor shall any waiver, change or exception granted to any Owner give rise to claim by any other Owner to be granted the same or similar waiver, change or exception.

**Section 6: Retroactivity.**

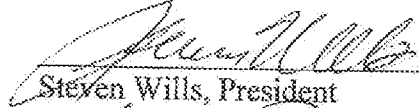
No provision or requirement contained in this document, or regulation adopted hereunder, will apply retroactively.

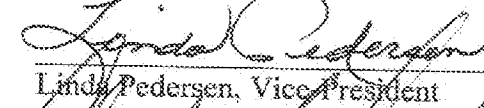
**Section 7: Prior Covenants Superseded.** This Second Amended and Restated Declaration supercedes and entirely replaces any and all prior covenants, conditions and restrictions (except for those contained in the Articles and the Bylaws) for Timberlake Ranch, Cloh Chin Toh, Cibola 1 (Timberlake Unit 1), Cibola 2 (Timberlake Unit 2), McKinley Units 1-10, Timberlake South and the Common Area, including but not limited to the following: the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on September 23, 2009 as Document No. 346714 in the records of the office of the County Clerk of McKinley County, New Mexico, and recorded on September 24, 2009 in Book 19, page 4006 as Instrument No. 200902039 in the records of the office of the County Clerk of Cibola County, New Mexico (the "Prior Covenants").

**Section 8: Property Subject to Declaration.** All real property subject to the Prior Covenants, including, but not limited to, all real property located in Timberlake Ranch, Cloh Chin Toh, Cibola 1 (Timberlake Unit 1), Cibola 2 (Timberlake Unit 2), McKinley Units 1-10, Timberlake South and the Common Area, shall be, and hereby is, subject to each and every provision of this Second Amended and Restated Declaration.

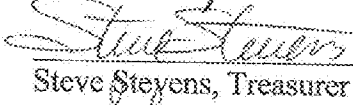
## CERTIFICATION


The undersigned members of the Board of Directors of Timberlake Ranch Landowners' Association, Inc., hereby certify that effective on June 21, 2019, at a regularly called meeting of the Association, the required voting power of the Association under the Prior Covenants approved this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timberlake Ranch Subdivision.

  
Steven Wills, President


  
Linda Pedersen, Vice President

  
Charley Haverstick, Director of Commons

  
Steve Stevens, Treasurer

  
Sharon Axtell, Secretary

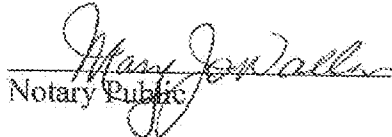
  
Shirl Henderson, Director of Communications

  
Don Ouellette, Director of Roads

## ACKNOWLEDGMENT

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

Subscribed, sworn to and acknowledged before me this 20th day of July, 2019 by Steven Wills, Linda Pedersen, Charley Haverstick, Steve Stevens, Sharon Axtell, Shirl Henderson and Don Ouellette as members of the Board of Directors for Timberlake Ranch Landowners' Association, Inc.

  
Notary Public

My Commission Expires:

5/5/21



# 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](http://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](http://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](mailto: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.