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.

PLAINTIFFS' REPLY IN SUPPORT OF THEIR
APPLICATION FOR PRELIMINARY INJUNCTION

COME NOW the Plaintiffs in this matter, Ronald Schali, Mike Rebb, Linda Pedersen, and Danny Montoya, by and through their undersigned counsel of record, Brendon Hischar, to Reply in Support of their Application for Preliminary Injunction. As grounds for their Reply, the Plaintiffs state as follows:

A. **Plaintiffs seek a restoration of the status quo that existed prior to the dispute.**

Defendants, in their "Response to Plaintiffs' Motion for Injunctive Relief," appear to misconstrue the nature of Plaintiffs' request to this Court as asking the Court to impose new and never-before-seen requirements on the Timberlake Ranch Landowners Association. This is not so. The Plaintiffs merely request a return to the status quo as it existed prior to the present dispute, including in the treatment of the Timberlake Trail System and in the functioning and governance

of the Association itself, until this Court can fully and finally resolve the issues raised in Plaintiffs' Class Action Complaint, as presented (at least in part) in Defendants' Response in opposition. Plaintiffs' aim is entirely within the scope and purpose of the Rule permitting their application for preliminary injunction, because a preliminary injunction is intended to preserve the status quo pending litigation on the merits. *See, e.g., Insure N.M., LLC v. McGonigle*, 2000-NMCA-018, ¶¶ 9-10, 128 N.M. 611 (internal quotations and citations omitted).

For example, Plaintiffs do not "seek to compel TLRA to authorize pedestrian access over private property…freeze community dues, halt[] essential road and maintenance work and undermine[] fire-mitigation efforts[,]" as Defendants claim on page 7 of their Response, as if these were entirely new things. Instead, Plaintiffs merely want Defendants to keep doing the same things the Association has done for at least the past 15 years: continue to allow access to the trails for pedestrians and other users; uphold the Association's existing obligations and ongoing practices concerning maintenance, fire mitigation, and insurance; and not use the present litigation as an excuse for raising rates, enacting extraordinary measures, and spending money in pursuit of actions otherwise enjoined by this Court, unless or until these matters are decided on the merits.

The actions undertaken by Defendants, with respect to the management of the trail system and the governance of the community, are not long-standing practices of the Association, but relatively recent developments and, in some cases, dramatic departures from established practice, which form the basis of the underlying Complaint and the request for preliminary injunction. *See also* Exhibit R, attached to this Reply (describing actions taken to restrict the trail system as a recent development, starting in 2024, which ran contrary to approximately 15 years of prior practice, consistent with the allegations of Plaintiffs' Complaint, specifically paragraphs 19-20).

Plaintiffs brought the present Application for preliminary injunction only because, even after being served with a Class Action Complaint complaining about Defendants' conduct, Defendants have seemed to only double-down in their efforts to restrict the trail system and engage in other questionable practices, contrary to what had been done for years prior, even spending money to print signs to ward off hikers, among other things. Plaintiffs are asking this Court only to restore the status quo that existed prior to the dispute until the merits of this matter, which Defendants spend much of their brief addressing, can be fully decided. This is an entirely reasonable and appropriate basis for a preliminary injunction to issue, and Plaintiffs once again request this Court issue such an injunction.

B. **"Irreparable harm" is found in the intangible and hedonic factors Plaintiffs cite, but which Defendants inappropriately dismiss as "nonexistent."**

Defendants inappropriately dismiss Plaintiffs' claims of irreparable harm as, variously, "nonexistent," "political," "an issue of property law," and "[r]ecreational inconvenience, speculative loss of enjoyment, or disagreement with Board policy[.]" Relevant authorities tell us irreparable harm occurs where an injury suffered by a plaintiff cannot be repaired by legal remedy, or for which compensation cannot be measured by a pecuniary standard. *See, e.g., Amkco, Ltd. v. Welborn*, 2001-NMSC-012, ¶ 9, 130 N.M. 155 (overview of irreparable harm rule and compiling cases); *State ex rel. State Highway & Transportation Dep't v. City of Sunland Park*, 2000-NMCA-044, ¶ 19, 129 N.M. 151 ("an 'irreparable injury' is an injury which cannot be compensated or for which compensation cannot be measured by any certain pecuniary standard[,]" citations omitted).

The injury about which Plaintiffs complain is *precisely* the sort of injury within the scope of the irreparable harm rule. How does one compensate for the loss of recreational trail access in a community generally intended for and marketed towards active people in their twilight years? How does one value the harm of poor Association governance, among the other factors Plaintiffs cite in their underlying Application? Plaintiffs do not, and cannot, place a price tag on these things—no one can. These factors are not "nonexistent" or "speculative" such as Defendants complain—*these are precisely the sort of injuries the irreparable harm rule is intended to address*.

C. **The easement issues should be decided on the merits as part of the case-in-chief.**

Defendants spend much time in their Response arguing that individual "equestrian" easements preclude any Association Board from later deciding that the definition of "equestrian" can be expanded to include pedestrians and hikers. Plaintiffs, in their Complaint and elsewhere, allege that the restrictive covenants of the Association and the governing documents adopted by various Association Boards confer exactly this authority, which has been exercised for years.

Who is correct? This is the substance of the present dispute. For the matter presently before this Court, Plaintiffs seek only the restoration of a status quo that has persisted in the Timberlake Ranch Community for about 15 years, in which multiple Association boards and their officers *did* treat the equestrian easements as open to pedestrians and hikers. Once again, Plaintiffs, in their Application for Preliminary Injunction, do not seek a complete resolution on these and other

questions, only a restoration of the conditions that had been present in their community for many years prior to the present dispute.

D. **Defendants' evidentiary concerns are misplaced at the briefing stage.**

Defendants, in several places, express their concern over Plaintiffs' submission of letters from community members and question the evidentiary value of those submissions. Plaintiffs have requested a lengthy hearing on this matter precisely to allow for the testimony of the authors of those letters and their proper authentication as admissible matters, to the extent the Court may desire. Defendants have attached similar materials as exhibits to their Response. Plaintiffs intended with both their initial Application and this Reply to brief the issues and submit matters for inclusion into the record, and possible introduction as admissible evidence. Plaintiffs believe this is consistent with Rule 1-066 NMRA and Rule 1-007 NMRA (the latter of which specifically calls for the inclusion of matters in support of facts not in the record). Plaintiffs have no concerns about the similar matters Defendants have themselves included and filed with their briefing.

E. **Conclusion.**

Plaintiffs respectfully request this Court grant their Application for Preliminary Injunction. Although Defendants have framed Plaintiffs' requested relief as asking for new and radical departures from the governance of the Timberlake Ranch Community, Plaintiffs are only asking for the restoration of a status quo that has persisted for many years prior to the present dispute. As this is precisely what injunctive relief is intended to do, and the effect of not doing it will cause irreparable harm squarely within the definition of that concept, Plaintiffs believe this Court should grant the relief requested, in its entirety.

Dated: October 30, 2025.

Respectfully submitted by,

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Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing paper or pleading was submitted through this Court's electronic filing system for filing and service to all counsel of record and was also e-mailed on October 30, 2025 to counsel at the following e-mail address:

Paul Frame (pframe@framelawpllc.com)
Attorney for Defendants

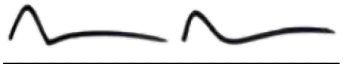
By: 
Brendon Hischar

Exhibit R

To Whom It May Concern,

We have owned property in Timberlake for 23 years. Our property has one of the seven "Equestrian Easements" in the Timberlake Subdivision. We were aware of the easement when we purchased the property. We understood that these easements provided landowners with access to the commons along the cliffs.

We loved the area from the beginning. We would try to camp in our motor home as much as possible in the summertime. I would hike the areas to learn the area and see what changed from the summer before. We moved on our property permanently in 2010 and started building our home. I would then hike every morning, even in the winter, weather permitting. I had to learn pathways to navigate the commons, as no formal trails existed.

I became president on the TRLA board from 2012 to 2021. Around 2017, ATVs and motor bikes started going on certain easements and then running on the commons. The environment here is very fragile and the ATVs and motor bikes were destroying plant life and also caused a possible fire exposure during dry seasons. In 2018, the board came up with "Use of Equestrian Easements". This policy is in the present Policy & Procedures manual in Section 6.4.7. It basically states that Equestrian.easements.are.specifically.for.horses.and.hikers¡..No.trail.bikes.or.ATVs.are.allowed¡

Recently a group of landowners, lead by a landowner who worked extensively on the Pacific Crest Trail and was an engineer, started developing a designated trail system in the Commons along the cliffs. The work was very popular among landowners and the board at that time.

In 2024, the TRLA board was presented by a few landowners against the trail development and questioned that the term "Equestrian Easements" should exclude hikers and only allow equestrian access. The board then determined that they should find a legal opinion on who was allowed access. They blatantly ignored Section 6.4.7 in their Policy & Procedures Manual. Many landowners came forward objecting to the legal expense and couldn't understand why the board would take such a stance. A survey was carried out to get a broader landowner input. It showed over 80% of the landowners who responded to the survey favored having the trails developed. The board rejected the survey and continued their legal pursuit.

The lawyer's memorandum response stated the following: "None.of.these.easements.were.reserved.for.pedestrian.use?which.means.the.current.owners.of.the.Lots.burdened.by.the.

easements.have.the.right.to.object.to.and.contest.in.Court.any.pedestrian.use.of.the.easement.crossing.their.respective.lot(s)¡" It is my understanding that the landowners with these easements has the right to object or contest in Court any person using the easement without riding a horse. So is up to the landowner to object, not the board, which has taken upon itself to post signs stating that the easement is for equestrians only, no hikers allowed. As landowner having one of these easements, I feel the board cannot dictate who we can allow and cannot allow access to our easement.

In summary, we feel the board is not representing the majority of landowners, denying access to commons that landowners used for decades, and overstepping their authority by trying to restrict use of landowner personal property.

Respectfully,
Steve and Nancy Wills
Unit 07 Block 14 Lot 61