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12 *Landowners Association, Inc.*

10 MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

11 DANIEL and VALERY O'CONNELL (for and  
12 on behalf of GLA landowners),

12 Plaintiffs,

13 v.

14 GLASTONBURY LANDOWNERS  
15 ASSOCIATION, INC. Board of Directors,

16 Defendants.

Cause No.: DV-2011-114

17 **DEFENDANTS' ANSWER AND**  
18 **AFFIRMATIVE DEFENSES**

17 COME NOW the above named Defendants Glastonbury Landowners Association, Inc. Board of  
18 Directors (GLA) and Answer Plaintiffs' New Amended Complaint (Complaint) as follows:  
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20 In answer to the prefatory paragraphs in Plaintiffs' Complaint, GLA denies that Plaintiffs are  
21 entitled to relief under Mont. Code Ann. Titles 27 or 35. Further, GLA denies the exhibits emails, and  
22 affidavits attached to the original complaint filed June 22, 2011 provide a basis for their claims for  
23 relief. GLA also denies Plaintiffs' claims have been spoiled.

24 1. GLA admits the first sentence in paragraph one of Plaintiffs' Complaint. GLA denies the  
25 second sentence in paragraph one of Plaintiffs' Complaint.  
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27 2. GLA denies the allegations in the second paragraph of Plaintiffs' Complaint.  
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1 3. GLA denies that the allegations in paragraph three of Plaintiffs' Complaint.

2 4. GLA admits the allegations in paragraph four of Plaintiffs' Complaint.

3 5. GLA denies the allegations in paragraph five of Plaintiffs' Complaint.

4 6. As to the allegations in paragraph six of Plaintiffs' Complaint, GLA admits members of  
5 its Board of Directors are given the listed documents. GLA lacks sufficient information to admit the  
6 validity of exhibits referenced in Plaintiffs' Complaint as they were not attached to copy sent to GLA,  
7 and therefore the GLA denies that the exhibits are true and correct copies of its governing documents.  
8

9 7. GLA denies the allegations in paragraph seven of Plaintiffs' Complaint.

10 8. GLA denies the allegations in paragraph eight of Plaintiffs' Complaint.

11 9. GLA denies the allegations in paragraph nine of Plaintiffs' Complaint.

12 10. GLA denies the allegations in paragraph ten of Plaintiffs' Complaint.

13 11. GLA denies the allegations in paragraph 11 of Plaintiffs' Complaint.

14 12. GLA denies the allegations in paragraph 12 of Plaintiffs' Complaint.

15 13. GLA denies the allegations in paragraph 13 of Plaintiffs' Complaint.

16 14. As to the allegations in paragraph 14, GLA admits that GLA Directors Clare Parker and  
17 Neil Kremer resigned from the GLA board on August 24, 2011 and August 29, 2011 respectively.  
18

19 15. As to the allegations in paragraph 15 of Plaintiffs' Complaint, GLA admits that is has  
20 never admitted wrongdoing. GLA denies the remainder of the allegations in paragraph 15 of Plaintiffs'  
21 Complaint.  
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23 16. GLA denies the allegations in paragraph 16 of Plaintiffs' Complaint.

24 17. GLA denies the first sentence in paragraph 17 of Plaintiffs' Complaint. GLA  
25 affirmatively alleges that three GLA board members provide independent contractor services in  
26 capacities other than as board members and receive compensation for those services in accordance with  
27  
28

1 the GLA Bylaws Art. VI.K. These include GLA Vice President Alyssa Allen who provides  
2 administrative services, board member Rich Spallone who provides snow removal throughout the  
3 development, and board member Paul Ranttalo who occasionally provides maintenance for common  
4 roads, facilities, land, and signage throughout the development.

5 GLA denies the second through eighth sentences in paragraph 17 of Plaintiffs' Complaint. As to  
6 the ninth sentence in paragraph 17 of Plaintiffs' Complaint, GLA admits that board member Scott  
7 McBride is married to the president of Church Universal & Triumphant and upon information and belief,  
8 denies that the rest of the sentence is an accurate statement of Church Universal & Triumphant property  
9 ownership.  
10

11 18. GLA lacks sufficient information to admit or deny the allegations in the first sentence in  
12 paragraph 18 of Plaintiffs' Complaint because the alleged exhibits and affidavits are not attached or  
13 identified, and therefore, GLA denies the first sentence in paragraph 18 of Plaintiffs' Complaint. As to  
14 the second sentence in paragraph 18 of Plaintiffs' Complaint, GLA denies it. Further, GLA  
15 affirmatively alleges Plaintiffs misinterpret Section 8.01(h) of the GLA Covenants, and that the alleged  
16 restrictions within that Section are nonexistent.  
17

18 19. As to the allegations in paragraph 19 of Plaintiffs' Complaint, GLA denies that Plaintiffs  
19 have any legal claims regarding alleged violations of Articles of Incorporation and Bylaws. GLA denies  
20 that the cases cited by Plaintiffs in paragraph 19 of Plaintiffs' Complaint provide any basis for the relief  
21 requested.  
22

23 20. GLA denies the allegations in paragraph 20 of Plaintiffs' Complaint.

24 21. GLA denies the first sentence in paragraph 21 of Plaintiffs' Complaint. As to the second  
25 sentence in paragraph 21 of Plaintiffs' Complaint, GLA admits the Article VIII of the GLA Articles of  
26 Incorporation references Mont. Code Ann. §§ 35-2-418, 435, 436, but GLA denies the remaining  
27  
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1 allegations in the second sentence in paragraph 21 of Plaintiffs' Complaint. As to the remaining  
2 allegations in paragraph 21 of Plaintiffs' Complaint, GLA admits the Article VIII of the GLA Articles  
3 of Incorporation is quoted accurately, but GLA denies that such language supports any of Plaintiffs'  
4 claims; GLA further denies that Mont. Code Ann. Title 28 and the cited cases support Plaintiffs' claims.

5 22. GLA denies the allegations in paragraph 22 of Plaintiffs' Complaint.

6 23. GLA denies the allegations in paragraph 23 of Plaintiffs' Complaint.

7 24. GLA denies the allegations in paragraph 24 of Plaintiffs' Complaint.

8 25. GLA denies the allegations in paragraph 25 of Plaintiffs' Complaint.

9 26. GLA denies the first three sentences in paragraph 26 of Plaintiffs' Complaint as stated,  
10 and affirmatively alleges that the Erickson project is still under review with the nature of the final  
11 project being contingent upon this and other litigation. As to the remaining allegations in paragraph 26  
12 of Plaintiffs' Complaint, GLA admits that the GLA Covenants Section 12.01 is quoted accurately, and  
13 GLA denies the rest of the paragraph.  
14

15 27. GLA denies the first sentence in paragraph 27 of Plaintiffs' Complaint. GLA denies that  
16 the cases cited by Plaintiffs in paragraph 27 of Plaintiffs' Complaint stand for the rules of law claimed  
17 and entitle to them relief claimed. GLA denies the last sentence in paragraph 27 of Plaintiffs'  
18 Complaint.  
19

20 GLA admits third sentence contained in the Conclusion on page 15 of Plaintiffs' Complaint.  
21  
22 GLA denies the remaining factual and legal allegations contained in the Conclusion on page 15 of  
23 Plaintiffs' Complaint.  
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25 GLA denies that the Plaintiffs are entitled to the 11 claims for relief stated on pages 15 through  
26 17 of their Complaint.  
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**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The GLA Board of Directors has acted within the power granted by its governing documents and within their power to interpret governing documents.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the doctrine of unclean hands.

**FOURTH AFFIRMATIVE DEFENSE**

Defendants relied upon the advice of counsel.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to exhaust their remedies under the existing By-Laws and have instead resorted to unnecessary litigation.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred by the doctrines of laches, estoppel, waiver, and acquiescence.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs are not entitled to bring claims or request damages on behalf of other members of the GLA.

**EIGHTH AFFIRMATIVE DEFENSE**

Defendants are entitled to costs and attorney fees under the Uniform Declaratory Judgment Act and pursuant to the various by-laws and covenants at issue in this matter.

**NINTH AFFIRMATIVE DEFENSE**

Some of Plaintiffs' claims are duplicative of other claims brought by Plaintiffs already pending in the Montana Sixth Judicial District Court under cause numbers DV-12-220 and DV-12-164.

**TENTH AFFIRMATIVE DEFENSE**

Defendants deny every allegation not specifically admitted.



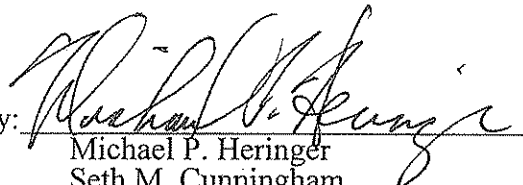
CERTIFICATE OF SERVICE

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I hereby certify that a true and correct copy of the foregoing was duly served by U.S. mail, postage prepaid, and addressed as follows this 15<sup>th</sup> day of March, 2013:

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