

Daniel & Valery O'Connell -PRO SE
P.O. Box 77
Emigrant, Mt. 59027
406-577-6339

MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY

Daniel K. O'Connell & Valery A. O'Connell)
& for and on behalf of members of the)
Glastonbury Landowners Association.)

Plaintiff(s),)

v.)

Glastonbury Landowners Association, Inc.)
Board of Directors)

Defendant(s))

Cause No. DV-2012- 789C

**AFFIDAVIT IN SUPPORT OF
RESTRAINING ORDER**

We, Daniel K. O'Connell, and Valery A. O'Connell, hereby affirm these material facts to be true as follows:

- (a) We are over 18 years of age and have personal knowledge of the matters discussed herein.
- (b) To the best of our knowledge, the facts stated herein and within the TRO Petition by Plaintiffs above are true. Also, to the best of our knowledge, the contents of the emails and other exhibits attached to the TRO Petition by Petitioner(s) above were received by them or sent by them and are written by the senders therein and contain details of the history of the GLA events therein.
- (c) On or about May 2012, the GLA added a new contact or address (PO Box 1862), and a new principle place of business for which GLA documents are kept at the offices of Minnick Management (GLA agent) in Bozeman, Gallatin County, Montana. The GLA Inc. has NO business office in Emigrant, MT., but the GLA also conducts

business (Board meetings), maintains property and a contact address (PO Box 312) in Emigrant, Montana.

- (d) Plaintiffs, Daniel and Valery O'Connell are members of the GLA, and reside at their Emigrant, Mt. private property.
- (e) On October 8, 2012, the GLA Board Defendants again abused their limited authority under governing documents when they voted to charge GLA members a new annual assessment (in the amount of \$191 per guest house) for existing guest houses, starting on Jan. 1, 2013 or 2 months & a week from this filing.
- (f) The GLA Board defendants continue to adamantly insist that they are entitled to charge members new assessments for guest houses in disregard for GLA Covenants 11.03(b), 3.12, and will continue to hinder and harm members rights under governing documents until GLA Board Defendants are legally restrained from charging guest house assessments.
- (g) Most Directors named below have been reelected many times and very few new candidates get elected to the GLA Board, possibly due as a result of corrupt GLA election practices below.
- (h) Approx. 239 members/landowners in South and 223 members/landowners in North in good standing may run for a GLA Board in GLA annual elections. On Oct. 4, 2012, GLA's council and email stated, "The following directors have been on the Board for more than 6 years: Laura – 8 yrs, Janet – 10 yrs, Alyssa – 8 yrs, and William – 7 yrs." Also Rich, Sheridan, Gerald, and Richard Bolen have all been on the Board for 6 years; for a total of 8 out of 12 Directors elected to the GLA Board for 6 or more years (2 year terms). property.
- (i) In October, the GLA Defendants authorized Minnick to distribute 2012 election ballots ("Exhibit C"). These two GLA election ballots, one given to the O'Connells and another given to the Wallaces, in the top left hand corner both tell members to "vote for three" board candidates for each membership interest (totald in the top right hand box.

- (j) The GLA members elect the GLA Board of Directors from among two voting classes- North and South Glastonbury landowners. GLA landowners/member votes are based on the number of parcels each member owns, called membership interests. This means each membership interest gets one vote. In 2011 GLA annual elections, there were 392 membership interests (parcels), or a total of 392 possible allowable votes per issue.
- (k) The total number of votes cast should be 392 if every membership interest voted. But "Exhibit B" shows that a total of 475 votes were cast for the 2011 GLA elections, or 221 votes cast from South Glastonbury and 254 votes cast from North. This 475 total votes is 82 more votes than all membership interests combined. Yet the GLA ballots ("Exhibit C") told every membership interest to cast three votes instead of one vote $159 \times 3 = 475$.
- (l) These 318 extra votes are explained in GLA's email from council Alanah Griffith ("Exhibit D"), that 'the three votes for each membership interest are for three separate Board positions.' But the GLA Bylaws or Covenants do not contain this language.
- (m) GLA bylaws and covenants do NOT say, "Each position is a separate issue" or separate vote. These bylaws and covenant (above) do NOT say "there are three votes to be made [per membership interest], one [vote] for position one, one for position two and one for position three," as stated by GLA council ("Exhibit D"). To the contrary, Covenant 3.20 states, "a separate and distinct Membership Interest ... is entitled to one (1) vote."
- (n) The GLA Board has guaranteed their own Board position seat will never be eliminated since they guarantee that members can cast at least "one vote per position" thereby making GLA Board the de facto decider of how many Board candidates get elected. Which explains why 12 Board members always get elected as contrary to Bylaw VI(A) that says: "the actual number of Directors shall be those who have been nominated and elected" and can be as few as "four" Directors on the Board.

(o) The GLA Board defendants continue to adamantly insist that they are entitled to grant 3 votes for 3 Board positions per member interest in disregard for the Bylaws & Covenants above. This dispute will continue to hinder fair elections and harm members rights under the governing documents until the GLA Board Defendants are legally restrained from conducting corrupted election voting practices and start providing members proof of all election results.

(p) In fact the "Exhibit B" election results were only acquired through litigation and were not disclosed nor published nor previously available to members. This is because for 16 years the GLA has unlawfully conducted elections in a so called "confidential" manor by denying its members all such document election verification. Thus open and published GLA elections are necessarily included in this TRO request.

FURTHER AFFIANT SAYETH NOT.

DATED this 22nd day of October, 2011.

Signed *Daniel K. O'Connell* Daniel K. O'Connell

Signed *Valery A. O'Connell* Valery A. O'Connell

State of Montana)

County of *Callahan*)

Signed and sworn to before me on *October 22*, 2012 by Daniel K. O'Connell and Valery A. O'Connell.

(SEAL)

[Signature]

Notary Public for the State of Montana
Residing at *Bozeman*
My Commission Expires *n/a*

pdf ✓

MINNICK MANAGEMENT, INC HOME OWNERS ASSOCIATION MANAGEMENT AGREEMENT

1
2
3 This Property Management Agreement is made and entered into on June 1, 2012 between
4 Minnick Management, Inc. and Glastonbury Landowners Association, Inc., hereinafter called
5 GLA. GLA hereby appoints and grants Minnick Management Inc. the exclusive right to operate,
6 control and manage the certain property known as the Community of Glastonbury in Emigrant,
7 Montana. ★

8
9 Minnick Management Inc. accepts the appointment and grants, and agrees to use due diligence in
10 the performance of this Agreement and to furnish the services of its firm for the operation and
11 management of the Property.

12
13 The term of this Agreement shall commence as of June 1, 2012 and shall continue until
14 December 1, 2012. This Management Agreement shall automatically renew for one year periods
15 unless 30 days written notice is given prior to end of contracted period. At any time, either party
16 may terminate this contract by way of 60 days written notice.

17
18 GLA hereby grants Minnick Management Inc. the authority and power to perform any and all
19 lawful actions necessary for the accomplishment of services outlined below.

20 21 **Financial Management:**

22 Accounts will remain in separate bank accounts, managed through QuickBooks.

23 24 **Collection/Disbursement of Monies**

- 25 • Collect GLA assessments (produce & mail annual and/or quarterly statements for
26 assessments; warning, collection, and lien letters using GLA templates, etc.).
- 27 • Coordinate with title companies for collection of assessments at closing.
- 28 • File liens on delinquent landowners.
- 29 • Process accounts payable and accounts receivable on a monthly basis.
- 30 • Maintain and reconcile GLA operating and reserve accounts. ★
- 31 • Prepare checks for designated director to sign and/or forward bills to get approval
32 to pay.

33 34 **Reporting**

- 35 • Produce monthly financial statements, PDFs by e-mail & hard copies for Board
36 meetings.
- 37 • Produce year-end financial reports
- 38 • Prepare/present annual operating budget for approval as the Board directs.
- 39 • Coordinate the annual tax return with the GLA accountant.
- 40 • Coordinate and assist in any audits.
- 41 • File annual corporation tax with the State.
- 42 • Provide to the Board additional information such as custom reports, lists or other
43 particular information as requested by the Board

"Exhibit A"

44 **Employee/Independent Contractor Accounting & Reporting**

- 45
- 46 • Maintain Employee and Independent Contractor records
- 47 • Request Independent Contractor Exemption Certificate, SS#, EIN# or other required
- 48 Information for proper administration
- 49 • Receive invoices approved to pay from designated director(s) and prepare checks
- 50 for designated director to sign.
- 51 • Handle payroll processing including checks, pay stubs and reporting.
- 52 • File all required tax forms for both Employees and Independent Contractors
- 53 according to good business practices and legal compliance.
- 54

55 **Administrative Management:**

56

57 **Association Records**

- 58 • Hard copy storage & scan to upload on SharePoint as appropriate.
- 59 • Maintain landowner membership records in QuickBooks.
- 60 • Maintain landowner hard copy correspondence records for financial management
- 61 matters listed above.
- 62 • Maintain landowner hard copy record of correspondence mailed out and/or
- 63 received on matters other than financial management.
- 64 • Track project review status and covenant violation resolution. Not included: project
- 65 reviews &/or decisions.
- 66 • Only previous year's financial records needed for GLA management, but can store
- 67 other necessary GLA hard copy records (all boxes should be clearly labeled with
- 68 contents & dates included in each box)
- 69

70 **Meetings**

- 71 • Prepare for and attend 1 monthly Board meeting and the annual meeting and
- 72 election; advise concerning streamlined, consistent policies & procedures; offer
- 73 examples or templates. Not included: research or creating the policies, forms and
- 74 procedures. Exclusion or inclusion of attendance and minutes-taking for special
- 75 meetings beyond the regularly scheduled, or any other services not specified, will be
- 76 subject to mutual agreement by Minnick Management and the GLA Board.
- 77 • Two representatives at meetings; one to take minutes.
- 78 • Provide copies of agenda & hand-outs for Board and annual meetings.
- 79 • Provide copies of materials to be included in landowner binders for meetings.
- 80 • Assist in agenda development by handling agenda item requests from Board and
- 81 landowners which are then given to designated director to incorporate into agenda.
- 82 • Produce meeting minutes for board meetings with designated director.
- 83 • Annual meeting and election mailings: Assist in producing and mailing out
- 84 appropriate materials for Nomination mailing in September, and Candidate mailing
- 85 with ballots in October. Receive mail from nominees and compile information for
- 86 Board/Committees to handle in creating content of Candidate mailing.
- 87 • Annual meeting and election: oversee election process; volunteer crew and ballot
- 88 collection; tally and reporting, including absentee & proxy.

89
90 **Communications**

- 91 • Maintain records of all Board and landowner meetings
- 92 ✱ • Serve as a point of contact for landowners via phone, e-mail, U.S. Mail, delivery
- 93 service, or in person, and provide answers to basic landowner inquiries such as
- 94 general association information or account questions.
- 95 • As appropriate, forward communication or information received to designated
- 96 board contact, or to other directors/committees as agreed upon, in a timely fashion
- 97 via phone,
- 98 e-mail, fax, or other means, depending on the nature of the item or communication
- 99 received.
- 100 • For issues relating to covenant violations or other particular matters, correspond
- 101 with landowners as directed by the Board and signed by the Board.
- 102 • Mail out Welcome Packet for new landowners as directed by the Board.
- 103 • Website updates on SharePoint.
- 104 • Duplicate newsletter and mail out with quarterly statements or as directed by the
- 105 Board.
- 106 • Keep track of mailing lists used for mailings for possible future reference.
- 107 • Handling emergency communications such as wildfire, natural disasters would be
- 108 done in addition to regular fees, with cap on total hours set beforehand; rate to be
- 109 worked out when service details are agreed upon.

110
111 **Site Management:**

- 112 • Establish open communication with all homeowners to help respond to service
- 113 requests.
- 114 • Board/Committees to handle oversight or contracts for landscape or building
- 115 maintenance, snow removal, etc.
- 116 • Board/Committees to handle working with utility services, etc.
- 117 • Board/Committees to handle insurance claims.
- 118 • Board/Committees to handle drive-throughs and on-site services.
- 119 • Board/Committees will handle covenant enforcement. Management will
- 120 administrate enforcement correspondence signed by the Board.

121
122 **GLA agrees to abide by the following:**

- 123
- 124 1. Provide all documentation and records required by Minnick Management Inc. to manage and
- 125 operate the property. Board of Directors will supply or create requested notices, newsletters,
- 126 or other written correspondence to be sent to owners. In cases where precedence has been set
- 127 and the appropriate previously created notice or letter accepted by Board is available, Minnick
- 128 Management Inc. will automatically use such letter unless otherwise instructed by Board.
- 129
- 130 ✱ 2. Indemnify and hold Minnick Management Inc. harmless from all costs, expenses, suits, liability,
- 131 damages, and claims of every type, including but not limited to those arising out of injury or
- 132 death of any person(s), in any way relating to the management or operation of the property by
- 133 Minnick Management Inc. or any person employed by Minnick Management Inc., or the

134 performance or exercise of any of the duties, power, or authorities herein or hereafter granted
135 to Minnick Management, except to the extent due to the negligence of Minnick Management
136 Inc. or any person in Minnick Management Inc.'s firm.

- 137
138 3. To provide adequate liability and property damage insurance adequate to protect the property
139 and to name Minnick Management Inc. as additional insured if requested.

140
141 **General Terms:**

142
143 Minnick Management Inc. must provide Worker's Compensation Insurance for all employees
144 utilized for labor services provided to GLA.

145
146 Minnick Management Inc. will provide the Board of Directors a proof of their own general liability
147 and other operating insurance as well as a copy of their Property Management License upon
148 request.

149
150 **The Minnick Management Inc. fee structure:**

151
152 GLA agrees to pay Minnick Management Inc. as follows:

- 153 * 1. Management Fee in the amount of \$4.75/land division per month. $X 391 \text{ lots} = 1870.75$ ^{\$ 23,000}
154 2. Postage, printing & reproduction copy, office supply & like office incidental expenditures
155 incurred directly from the administration of the association. All copies are tracked for the
156 month and billed at ten cents each, and postage at cost; no other office supply fees unless
157 mutually agreed upon.
158 3. Full membership mailings: charge for envelopes, copies & postage but not for stuffing and
159 mailing. The GLA generally has 6 full membership mailings/yr (4 quarterly statements &
160 newsletter; 2 annual meeting/election materials).
161 4. In the event that GLA requests Minnick Management Inc. to take on work exceeding the
162 usual and normal management responsibilities then a fee shall be agreed upon for such ^{Other}
163 services before the work begins. Standard management does not include the coordination
164 of construction and/or repairs, additional mileage, modernization, restorations,
165 rehabilitations, insurance claim repair supervision, obtaining tax & legal advice or other
166 counseling.
167 * 5. 50% of all collected late fees from delinquent homeowners become property of Minnick
168 Management, Inc. For accounts that have been delinquent prior to Minnick Management,
169 Inc. being involved, only those late fees which accrue to the account during a 6-month
170 retroactive time period will be eligible for the 50% disbursement to Minnick Management,
171 Inc. when such fees are collected.
172 6. \$50 per lien filing plus clerk and recorders filing fees shall be collected by Minnick
173 Management, Inc. for any liens filed on delinquent homeowners. \$30 per lien release filing
174 plus clerk and recorders filing fees. Lien Filing and Release Fees are charged back to the
175 homeowner.

180 Nedra Minnick

181 Minnick Management, Inc.

6/1/2012

Date

182
183 [Signature]

184 GLA President

6/1/2012

Date

**GLASTONBURY LANDOWNERS ASSOCIATION, INC.
 CERTIFICATION OF SOUTH GLASTONBURY POLLING
 OFFICIALS FOR NORTH GLASTONBURY CANDIDATES**

I hereby certify as a polling official at the election for members of the Board of Directors and Ombudsman of the Glastonbury Landowners Association, Inc. held at the annual meeting on November 12, 2011 that the voting results listed below were counted and recorded lawfully. The attached ballots were cast lawfully in accordance with the Bylaws and Restated Declaration of Covenants of the Glastonbury Landowners Association, Inc. The individuals circled below are a part of the newly elected Officers and Ombudsman for the Glastonbury Landowners Association, Inc.

	<u>Director</u>	
	<u>Total Votes</u>	<u>Total Votes</u>
Kenneth Haug	<u>44</u>	Paul Rositate <u>60</u>
Charlotte Mirzi	<u>34</u>	William Scoditi <u>56</u>
Daniel O'Connell	<u>3</u>	Linda Ulrich <u>20</u>
Valery O'Connell	<u>4</u>	Write-In _____
Write-In _____		Write-In _____

221

	<u>Ombudsman</u>	
	<u>Total Votes</u>	<u>Total Votes</u>
Hettie Wortelboer	<u>65</u>	Write-In _____

Sandra Jazy
 Signature
SANDRA JAZY 11/17/11
 Printed Name date

VERIFICATION

STATE OF MONTANA)
) ss.
 County of Park)
 _____ has sworn
 to me that he/she is a Landowner of South Glastonbury and that he/she is the person
 who has executed the above document.

Subscribed and sworn to before me this 17th day of November, 2011.



Dariusz Szabanczski
 Notary Public for the State of Montana
 Residing at _____ Montana
 My Commission Expires: _____

8 - 4 Certification 2011 - Polling Official.doc

"Exhibit B"

**GLASTONBURY LANDOWNERS ASSOCIATION, INC.
 CERTIFICATION OF NORTH GLASTONBURY POLLING
 OFFICIALS FOR SOUTH GLASTONBURY CANDIDATES**

I hereby certify as a polling official at the election for members of the Board of Directors and Ombudsmen of the Glastonbury Landowners Association, Inc. held at the annual meeting on November 22, 2011 that the voting results listed below were counted and recorded lawfully. The attached ballots were cast lawfully in accordance with the Bylaws and Restated Declaration of Covenants of the Glastonbury Landowners Association, Inc. The individuals circled below are a part of the newly elected Officers and Ombudsmen for the Glastonbury Landowners Association, Inc.

	<u>Director</u>	
	<u>Total Votes</u>	<u>Total Votes</u>
Richard Holen	<u>78</u>	Scott McBride
Tim Brockert	<u>38</u>	Sean Halling
<u>ED DORRISMAN</u>	<u>11</u>	<u>Pete Erickson</u>
<small>Write-in</small>		<small>Write-in</small>

(254)

	<u>Ombudsman</u>	
	<u>Total Votes</u>	<u>Total Votes</u>
Jeanne Campbell	<u>65</u>	MICHAEL BOEH LYN SPILLANE DAN BATTINE Write-in LINDA KIRWAN OTHER
	<u>Total Votes</u>	<u>Total Votes</u>
		<u>7</u>

James M. Crough
 Signature
James M. Crough
 Printed Name
Nov 28, 2011
 date

VERIFICATION

STATE OF MONTANA)
)
 County of Park)

James M. Crough has sworn to me that he/she is a Landowner of North Glastonbury and that he/she is the person who has executed the above document.

Coleen Sachanowski

Subscribed and sworn to before me this 28th day of November, 2011.



Notary Public for the State of Montana
 Residing at _____ Montana
 My Commission Expires: _____

"EXHIBIT B"

Glastonbury Landowners Association, Inc.
SOUTH GLASTONBURY 2012
ABSENTEE BALLOT

For Board of Directors and Ombudsmen Candidates

Number of Votes	5
GLA Official Initial	AF

Vote for 3* Board Candidates

- Alyssa Allen
- Laura Boise
- Tim Brackett
- Rich Spallone
-

Wallaces name removed here

(Write-in Candidate)

Vote for 1* Ombudsman Candidate

- Miriam Barker
-

(Write-in Candidate)

*Vote for up to 3 Board candidates and 1 Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term.

ABSENTEE VOTER(S): Please sign your name(s); note your Parcel/Tract/Lot Number and the date.

Signature(s)

Parcel/Tract/Lot Number (s)

NAME/ADDRESS LABEL

Date

VOTING NOTES

- * In order to qualify to vote, you must be a landowner in good standing, which means that your assessments are current and you are not in violation of the Glastonbury Covenants. If your assessments are not current, you may pay the Treasurer at the beginning of the November 10th Annual Meeting and you will then be eligible to vote.
- * Each parcel, tract or lot is allotted one vote. If a husband and wife own the property jointly, they have a total of one vote between them, but the ballot may be signed by either one or both spouses.
- * If a parcel, tract or lot is owned by two or more individuals as joint-tenancy interest or tenants-in-common, each Member Interest is allotted one vote for each parcel, tract or lot on which an assessment fee is paid—provided the landowners are members in good standing.
- * A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes) provided he/she is a member in good standing.

HOW TO USE THIS ABSENTEE BALLOT AND THE PROXY BALLOT

ABSENTEE BALLOT: If you can't attend the meeting, you may cast your vote by using this Absentee Ballot. Completed Absentee Ballots may be mailed in the enclosed envelope addressed to the GLA, or faxed.

PROXY BALLOT: If you can't attend the meeting and wish to authorize another individual to vote on your behalf, please use the enclosed "Proxy Authorization Form - 2012 Elections" and follow instructions on the form.

TIMELINE FOR THE GLA TO RECEIVE ABSENTEE BALLOTS

FAX: Must be received no later than 4:00 p.m. on Friday, November 9. Fax to: 466-556-7197.

MAIL: Must be delivered no later than Friday, November 9. Mail to: GLA, PO Box 1862, Bozeman, MT 59771

HAND DELIVERY: The GLA Sign-In Table must receive any hand-delivered absentee ballots at the beginning of the Annual Meeting held on Saturday morning, November 10. Deliver to: Emigrant Hall, Emigrant, MT.

"Exhibit C"

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY 2012
ABSENTEE BALLOT

For Board of Directors and Ombudsmen Candidates

Number Of Votes	1
GLA Official Initial	[Signature]

- Vote for 3* Board Candidate**
- Donna Andersen Daniel & Valery O'Connell (NG 5-C)
P. O. Box 77
 - Gerald Dubiel Emigrant, MT 59027-0144
 - Janet Naslerio
 - Daniel O'Connell
 - Val O'Connell
 - Sheridan Stenberg
 - _____ (Write-in Candidate)
 - _____ (Write-in Candidate)

- Vote for 1* Ombudsman Candidate**
- Hettie Wortelboer
 - _____ (Write-in Candidate)

*Vote for up to 3 Board candidates and 1 Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term.

ABSENTEE BALLOTS: Please sign your name(s); note your Parcel/Tract/Lot Number and the date.

Signature(s)	Parcel/Tract/Lot Number (s)
_____	_____
NAME/ADDRESS LABEL	Date
_____	_____

VOTING NOTES

- In order to qualify to vote, you must be a landowner in good standing, which means that your assessments are current and you are not in violation of the Glastonbury Covenants. If your assessments are not current, you may pay the Treasurer at the beginning of the November 10th Annual Meeting and you will then be eligible to vote.
- Each parcel, tract or lot is allotted one vote. If a husband and wife own the property jointly, they have a total of one vote between them, but the ballot may be signed by either one or both spouses.
- If a parcel, tract or lot is owned by two or more individuals as joint-tenancy interest or tenants-in-common, each Member Interest is allotted one vote for each parcel, tract or lot on which an assessment fee is paid—provided the landowners are members in good standing.
- A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes) provided he/she is a member in good standing.

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HAND DELIVERY: The GLA Sign-In Table must receive any hand-delivered absentee ballots at the beginning of the Annual Meeting held on Saturday morning, November 10. Deliver to: Emigrant Hall, Emigrant, MT.

October 15, 2012 5:53 AM

Alanah Griffith <alanah@papegriffithlaw.com>

To: Val O'Connell <valoc@mac.com>, Richard Boleri <RICHBOLEN@aol.com>, Alyssa Allen <alyssa@imt.net>

Reply To: alanah@papegriffithlaw.com

Re: URGENT: GLA ballots still in violation of Covenant 3.20. Immediate action is needed to prevent litigation.

1 Attachment, 744 bytes

Dear Val:

Thank you for your letter regarding your concerns about the ballot and voting. You are correct in that each member receives one vote for each parcel of land owned. However, your application of that language to the ballot is misplaced.

Based on your interpretation, it would seem that each member would only receive one vote per parcel of land per meeting. Instead, the board has interpreted the covenants to mean that each member receives one vote per parcel of land per issue on the table. In this case, there are three board positions available. Each position is a separate issue. Therefore, there are three votes to be made, one for position one, one for position two and one for position three. As most Owner's Associations do, the ballot was created so that each member can vote to fill each slot.

Let me use an analogy. For example, if the membership were voting on three amendments to the covenants, let's say, an amendment to the assessment provisions, an amendment to the setback provisions and an amendment to the nuisance provisions, and each were a separate item on a ballot, each member would have one vote for each provision, not one vote total. If the Board only gave each member one vote for all three, and the member had to choose which ballot item to vote upon, that would unduly limit the membership's voting rights.

Please note that according to the covenants, the Board interprets the covenants. In this case, the language simply says that each member is entitled to one vote. The Board has chosen to interpret this as one vote per parcel per issue. The Board's interpretation to allow each member one vote per vacancy (i.e. per issue) is not without precedence. Not only has this Board been doing this for years, but every non-profit board I have ever worked with, including but not limited to Big Sky Owners Association, Ponderosa Pines Property Owners Association, Bridger Creek Owners Association, Powder Ridge Owners Association, Baxter Meadows Owners Association, Forest Creek Owners Association, Outlaw Country Property Owners Association, Springvale Owners Association, Grey Drake Condominium Owners Association, Cedar Creek Owners Association, Churchhill North Owners Association, Eagle Mount, Reach, Inc., Monforton School Foundation, Big Sky Community Corporation, etc., do the same. All have language identical to GLA or similar to GLA's language in their governing documents.

Once again, we thank you for bringing your concern before the Board. In this case, the Board will be keeping the ballots as is.

Sincerely,

Alanah Griffith

On 10/11/2012 8:20 PM, Val O'Connell wrote:

Dear Ms. Griffith & GLA Board of Directors,

We are in receipt of the GLA election materials that have now been sent out to all Members of the GLA.

As we made all of you fully aware, in our email of October 10, 2012 time stamped at 2:33 A.M., the ballots sent out by the GLA Board, have historically allowed each Member interest to count as, not one vote, but three Board candidate votes. See attached ballot.

As proof, GLA voter certification records from 2011 annual election (see attached) shows a total of 221 votes for North Glastonbury, and 251 for South Glastonbury. Thus the total amount of all votes was 475. Even if every Member voted - which they certainly do not, 475 votes is still more votes than the number of parcels (which was 391 or 391 membership interests).

Exhibit D

This is factual proof that the GLA Board's fraudulent election practices continues; allowing each Member interest to count for three votes or more than 1 vote.
Therefore, the entire GLA election process has been and is fraudulent.

Most of you have been on the Board for several years continuously. There really is no excuse for this commission and omission of your duties. Each of you Directors have violated your duty per Art. VIII for not putting in place "good business practices" that would have prevented this election fraud upon the Corporation and its Members.

If the GLA Board does not cause another ballot to be sent out by Monday the 15th (removing the language encouraging Members only vote for one Board candidate AND put in place checks and balances to prevent such fraud), we will be forced to file an action with the court to stop and/or void the forthcoming elections.

If we do file in court, we will also seek to hold you the GLA responsible for all expenses incurred by the GLA in defending the Corporation. There is no ambiguity involved here. No room for interpretation. The plain language of the GLA law controls.

We truly pray that you will choose the correct course of action in this matter.

Sincerely,

Daniel Vai O'Connell

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