

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)
& on behalf of themselves as members of)
Glastonbury Landowners Association.) Cause No. DV-2012-789C
Plaintiff(s),)
v.) **REPLY TO GLA TRO MOTIONS**
Glastonbury Landowners Association, Inc.)
Board of Directors)
Defendant(s))
_____)

We, Daniel K. O'Connell, and Valery A. O'Connell, hereby reply to GLA's venue change motion and motion to dismiss a portion of the TRO petition regarding lack of status quo for election fraud. GLA Defendants refused to give answer or otherwise defend against the TRO claims themselves to restrain its new guest house assessment and fraudulent Board elections. Plaintiffs TRO can thus be taken as necessarily true under the rules.

Park and Gallatin county are both proper venue pursuant to §25-2-121, §25-2-115, & §25-2-122 below that allows venue in "Multiple proper counties" for contract disputes because *Not a k dispute*
Gallatin County is where the contract duties and services are primarily performed by Minnick.

The motion to dismiss half the TRO is based on the false assumption that there is no status quo to be found. This is absurd and resolved by applying the MT. Supreme Court definition of status quo (herein) to this case.

Also the MT. Supreme Court stated, “ [a]n applicant for a preliminary injunction must establish a prima facie case, or show that it is at least doubtful whether or not he will suffer irreparable injury before his rights can be fully litigated.” Benefis, ¶ 14 (quoting Porter v. K & S Partnership, 192 Mont. 175, 181, 627 P.2d 836, 839 (1981)).

This TRO is thus pursuant to §27-19-201, MCA et al., “it appears that the applicant is entitled to the relief demanded and the relief or any part of the relief consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually...”

Most importantly, the Board Defendants for the GLA corporation, refused to give answer to any of the TRO claims. However, the GLA Defendants motions verified their own actions therein the TRO. This establishes the Defendants actions to be restrained are not in question. The only question is whether the GLA governing documents entitle relief; which they certainly do.

Table of Authorities

This TRO is pursuant to §27-19-201, MCA et al., “it appears that the applicant is entitled to the relief demanded and the relief or any part of the relief consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually...”

It is within this Courts jurisdiction per 27-27-101, MCA. to “arrests the proceedings of any tribunal, corporation, board, or person exercising judicial functions when such proceedings are without or in excess of the jurisdiction of such tribunal, corporation, board, or person.”

“For an injunction to issue under § 27-19-201(1), MCA, an applicant must show that he “has a legitimate cause of action, and that he is likely to succeed on the merits of that claim,” Cole, ¶ 15 (citing Benefis, ¶ 22; M.H. v. Mont. High Sch. Ass’n, 280 Mont. 123, 135, 929 P.2d 239, 247 (1996)), as well as demonstrating that an injunction is an appropriate remedy. Cole, ¶ 15. We have explained that “ [a]n applicant for a preliminary injunction must establish a prima facie case, or show that it is at least doubtful whether or not he will suffer irreparable injury before his rights can be fully litigated.” Benefis, ¶ 14 (quoting Porter v. K & S Partnership, 192 Mont. 175, 181, 627 P.2d 836, 839 (1981)).

Upon the requisite showing, a preliminary injunction is issued to maintain the status quo pending trial, which has been defined as “ the last actual, peaceable, noncontested condition which preceded the pending controversy.” Cole, ¶25(quoting Benefis, ¶ 14). It is the court’s duty “ to minimize the injury or damage to all parties to the controversy.” Cole, ¶ 25 (quoting Benefis, ¶ 14).

The **GLA Articles of Inc., Article VIII**, reign supreme over all governing documents, holds the GLA liable to its members for "breach of duties to members" and "neglect of duties" to members cited herein and in the Petition and Affidavit.

GLA Article IV(E) states that the GLA Board and Corporation are "to be limited in the exercise of its powers, as may be further provided from time to time in such Bylaws."

GLA Bylaw IV(B) states, "the rights, privileges, duties, and responsibilities of membership in the Association (membership interest) . . . shall run with the land."

GLA Bylaws dictate that the Board, can not change nor limit its rights, privileges, duties, and responsibilities pursuant to **Bylaw Article VI (14)** duty to "do any and all things necessary to carry into effect these bylaws and to implement the purposes and exercise the powers AS STATED in the Articles of Incorporation, Covenants, Bylaws, Rules, and any Land Use Master Plan adopted pursuant to the Covenants."

GLA covenant 10.02. "Enforcement of Covenants. In the event of any violation of these covenants, the Association or any Landowner may enforce these covenants through proceedings at law...These covenants shall be enforceable by specific performance."

§25-2-112. Designation of proper place of trial not jurisdictional. The designation of a county in this part as a proper place of trial is not jurisdictional and does not prohibit the trial of any cause in any court of this state having jurisdiction.

§25-2-201. When change of venue required. The court or judge must, on motion, change the place of trial in the following cases: (1) when the county designated in the complaint is not the proper county..."

§25-2-115. Multiple proper counties. If this part designates more than one county as a proper place of trial for any action, an action brought in any such county is brought in a proper county and no motion may be granted to change the place of trial upon the ground that the action is not brought in a proper county under 25-2-201(1).

The MT. Supreme Court "noted, restrictive covenants are construed under the same rules as are other contracts. *Newman v. Wittmer* (1996), 277 Mont. 1, 6, 917 P.2d 926, 929. In that respect, it is well settled that "[w]here the language of an agreement is clear and unambiguous and, as a result, susceptible to only one interpretation, the duty of the court is to apply the language as written." *Carelli v. Hall* (1996), 279 Mont. 202, 209, 926 P.2d 756, 761 (citing *Audit Services, Inc. v. Systad* (1992), 252 Mont. 62, 65, 826 P.2d 549, 551). If the terms of the contract are clear, "there is nothing for the courts to interpret or construe" and the court must determine the intent of the parties from the wording of the contract alone. *Wray v. State Compensation Ins. Fund* (1994), 266 Mont. 219, 223, 879 P.2d 725, 727; *Martin v. Community Gas & Oil Co.* (1983), 205 Mont. 394, 398, 668 P.2d 243, 245. See also *Toavs v. Sayre* (1997), 281 Mont. 243, 245-46, 934 P.2d 165, 166-67. *Accord Fox Farm Estates Landowners v. Kreisch* (1997), 285 Mont. 264, 268-69, 947 P.2d 79, 82.

FACTUAL STATEMENTS AGAINST VENUE CHANGE

The Defendants incorrectly compared Minnick duties listed above in the Minnick contract as “akin to” “Montana Power contract[ing] with a bookkeeper company.” This false statement is why Bolen’s affidavit is wrong, because from its Bozeman office, Minnick exclusively performs all these contract services and duties listed above, which are much more than bookkeeping duties.

Minnick
not sued

On Nov. 10, 2012 at its annual election meeting, the GLA treasurer, Sheridan Stenburg admitted that the Minnick company “supply under one umbrella the many services needed by the Association.”

As proof, on page 1 of the Minnick contract attached, it says the “GLA hereby appoints and grants Minnick Management Inc. the exclusive right to operate, control and manage the certain property known as the Community of Glastonbury...” Thus Minnick is the defacto GLA Board, after the GLA Board gave exclusive authority to Minnick to “operate, control, and manage” the GLA and properties.

Also, the attached screen grab shows the GLA Defendants letter heads, return address envelopes, and on election ballots now use Minnick’s address in Bozeman with instructions to send all ballots, fees, and correspondence to Minnick in Bozeman.

A bookkeeper does NOT operate control and manage property, much less manage an Association with 391 properties. Bookkeepers do not do any of these things above, but Minnick does after the GLA gave Minnick exclusive authority to do so.

Furthermore, the GLA Defendants motion admits on page 2 that the only duties conducted in Park County are Board meetings and annual meetings. All other numerous GLA duties or principle activities listed in the contract are now being performed exclusively by Minnick Management at Minnick’s one and only registered office in Bozeman.

Defendants Motion one Reason for Change of Venue is their residence in Park County, as Contrary to 3 Statutes allowing Multiple Venues

All parties agree this TRO is to restrain GLA Defendant's alleged bylaw/covenant breach of contracts. Therefore as shown below, venue for actions upon a contract is determined pursuant to §25-2-121, MCA., & §25-2-118, §25-2-115, MCA. (not 25-2-114).

The TRO petition at ¶ 5 said, "Pursuant to Rule 4B, M.R.Civ. P. and §25-2-118 & 25-2-121 M.C.A., jurisdiction and Venue are proper in this Court." The Defendants motion for venue change simply refused to defend against these two statutes by arguing a completely different statute, §25-2-114, that is not part of the TRO.

Contrary to GLA bylaws and covenant contracts, it is a prima facia fact shown by the Minnick contract (pages 1-3) attached, that all the GLA's principle activities or services now take place in Bozeman, including:

"collection of GLA assessments", "file liens" against members, "pay [GLA] bills," "prepare annual budget," "pay taxes," "handle payroll," do most "GLA administrative duties," "take meeting minutes," "interact with landowners" wanting to contact the GLA Board for various reasons such as "send letters" to members and conduct GLA elections such as "ballot collection, tally, and reporting," keep & maintain all "GLA records" and "respond to all basic landowner inquires" and "covenant violations," and oversight "management of GLA" "contractors," "contracts," and "administrate covenant enforcement ..."

Venue Determined not just by Residency, but by Where the Contracts are Performed

Pursuant to §25-2-121, MCA cited below, more than one county is designated for venue. Plaintiffs designate Gallatin County for venue because the contracts and services are almost all performed in Bozeman by Minnick Management Inc. and Plaintiffs witnesses are in Bozeman.

Venue is thus determined by §25-2-121, MCA., "(1) The proper place of trial for actions upon contracts is either: (a) the county in which the defendants, or any of them, reside at the commencement of the action; **or** (b) the county in which the contract was to be performed. The county in which the contract was to be performed is: (i) the county named in the contract as the place of performance [of services]; or (ii) if no county is named in the contract as the place of

performance [of services], the county in which, by necessary implication from the terms of the contract, considering all of the obligations of all parties at the time of its execution, the principal activity was to take place." (emphasis added)

In effect venue is by residence **OR** where the principle activity or services of the GLA contracts are currently being performed; which is in Bozeman, Gallatin County, factually proven by the Minnick contract attached.

Thus pursuant to §25-2-121, MCA, for this TRO action regarding breach of contracts, the proper place of venue is Gallatin, "the county in which, by necessary implication from the terms of the contract, considering all of the obligations of all parties at the time of its execution, the principal activity was to take place" in Bozeman.

Thus Defendants motion is contrary to §25-2-121, MCA and also §25-2-115 MCA. which says, "**Multiple proper counties.** If this part designates more than one county as a proper place of trial for any action, an action brought in any such county is brought in a proper county and no motion may be granted to change the place of trial upon the ground that the action is not brought in a proper county under 25-2-201(1)."

The Defendants motion is also contrary to §25-2-122, MCA., "**Torts.** (1) Except as provided in subsections (2) through (4), the proper place of trial for a tort action is:

(a) the county in which the defendants or any of them reside at the commencement of the action; **or** (b) the county in which the tort was committed. If the tort is interrelated with and dependent upon a claim for breach of contract, the tort was committed, for the purpose of determining the proper place of trial, in the county in which the contract was to be performed."

These three statutes above all allow for multiple venue including Gallatin county, which is where the bylaw/covenant contracts are primarily being performed and/or breached.

SUMMARY

Park and Gallatin county are both proper venue pursuant to state statute §25-2-121, §25-2-115, & §25-2-122 above allowing venue in "**Multiple proper counties**" for contract disputes. This is because the properties and Defendants reside in Park County, but Gallatin

County is where their contract duties and services are almost all performed by Minnick Management (plus the attorney and Plaintiffs witnesses are in Bozeman).

Also state statute §25-2-115 MCA. above requires, “no motion [to change venue] may be granted ... upon the ground that the action is not brought in a proper county,” because this action is brought in the proper county where the principle contracts and services are performed or take place. For these reasons, the motion for venue change should NOT be granted.

FACTUAL STATEMENTS AGAINST MOTION TO DISMISS ELECTION FRAUD

All parties agree that this TRO petition regarding bylaw/covenant violations includes a claim to restrain alleged election fraud since 2011. The GLA Defendants motion asks to dismiss only this half of the TRO petition regarding election fraud claim, because it would ‘not maintain the status quo.’

However, absent any authority, they also wrongly guess what the status quo actually is.

To start with, Defendants admit they allow 3 votes per membership interests, calling such election fraud a “voting tradition of Glastonbury.” This statement is proof that the GLA will continue to willfully disregard GLA Bylaws & Covenant 3.20, “a separate and distinct Membership Interest ... is entitled to one (1) vote.”

Having fair and proper elections is a fundamental right of Plaintiffs as GLA members.

O’Connells seek a preliminary and permanent injunction, pursuant to Mont. Code Ann. § 27-19-101 et. seq., enjoining the GLA Board from conducting further business (except for what is necessary) until new Board elections can be held...”

Also TRO petition on page 12 says, “This [election] dispute will continue to hinder fair elections and harm members rights under the governing documents until the GLA Board Defendants are legally restrained from [such] corrupted election voting practices.”

The GLA Board, by Allowing not 1 Vote but 3 Votes per Membership Interests, Abuses their Authority, & Denies Fair Elections & Members Rights*

(Note: *GLA bylaws and covenants defining a Membership Interest specifically state how many votes are allowed for each membership interest (single parcel of land):

GLA Bylaw V(F), "For purposes of tabulating the written vote and consent of the Members of the Association, it is hereby provided that: 1. Each Membership Interest is entitled to one vote."

GLA Bylaw IV(B), "Each Membership Interest shall be entitled to one (1) vote as defined in the Covenants."

GLA Covenant 3.20 also defines how many votes members can cast, "A Membership Interest consists of the rights, privileges, duties and responsibilities of membership in the Association and runs with title to the property in the Community owned by every Landowner. Each of the following separate units of property, whether held by one or more than one Landowner, shall constitute a separate and distinct Membership Interest that is entitled to one (1) vote and with such voting and other rights and privileges and with such duties and responsibilities as are set forth herein and in the bylaws and rules of the Association: a. A parcel;"

Notice how each of these governing articles above, clearly states only one vote is allowed per member interest. They do NOT say three votes are allowed. They do NOT say vote for three candidates, for each position available, as the Defendants defend as "voting tradition of Glastonbury" in disregard for these GLA Bylaws & Covenant.

In fact, under Montana contract laws cited in the TRO petition, the GLA can not add to nor take away from this bylaw/covenant contract language above. But the GLA Board of Directors have intentionally done so corrupting every Board election.

Most members do not know the effect of these unauthorized election votes:

If we take North Glastonbury as an example, for the 2012 GLA elections, there were a total of 191 membership interests in North Glastonbury. According to the bylaws and covenant above, this means no more than 191 votes can be cast if every membership voted. For the last five years approx. 50 percent of the Members have voted. So if 50% voted once per membership, this is about 80 to 90 votes cast for the 2012 Board elections in North Glastonbury.

But 263 votes were cast from North. This is approx. 72 more votes than the total member interests and 180 more votes cast in North than is allowed by the bylaws and rules above. At this years elections to the board, Stenburg received 68 votes, Dubiel 64 votes, Naclerio 68 votes, Anderson 52 votes, and the O'Connells—Daniel and Valery combined, received 17 votes. This makes for a total of 263 votes cast from North Glastonbury.

This is 180 extra votes cast from North than allowed! This is because every membership is told by the GLA Board to vote 3 times, not once. The GLA Ballots say, "vote for three" [candidates]. And most of us who have one parcel have voted three times per election. After all who wants to "throw" a vote away.

Take away 2/3rds or 180 illegal votes and it would change the outcome of Board elections

Let's take a look at the math. 263 votes were cast from North. If everyone voted 3 times, then divide 263 by 3 = 87. Thus approx. 87 members voted from North and cast 3 votes each. But if everyone voted once, then 2/3rd's or 180 votes would be removed.

If members only voted once, then members that voted for the O'Connells—for the sake of argument only Daniel O'Connell was a candidate—could not vote for Dubiel, Stenburg, Naclerio or Anderson. Dubiel, Stenburg, Naclerio or Anderson would have kept no more than 1/3 of their votes. This is because in accord with our laws, Members can choose one candidate only. In other words, instead of 64 votes, Dubiel would have received approx. 21 votes or 1/3 of 64. Stenburg would have received 22 votes (1/3 of 68 = 22 votes), Naclerio 20 votes or 1/3 of 62, and Anderson 17 votes (1/3 of 52 = 17).

Daniel O'Connell's 17 votes, would likely remain since these are definitive votes from die-hard friends and supporters; despite being repeatedly slandered by the GLA. But these 17 voters that also voted for other candidates would lose 17 votes. Stenburg's 22 votes, Naclerio's 20 votes, Dubiel's 21 votes, and Anderson's 17 votes would all have lost up to 17 votes total given to the O'Connells.

This means if either Stenburg, Naclerio, or Dubiel lost 17 votes, then Daniel O'Connell's 17 votes would have won a board seat.!

The O'Connells warned the board and knew this equation, knew Bolen's slanderous letter would lose them votes, and that is why both of them ran. They knew it would be impossible to overcome Naclerio's 62 votes when she should have gotten no more than 20 votes, if members voted once not 3 times.)

As noted above, these corruption election votes solicited on GLA ballots favors the Board themselves as incumbents, making it much more difficult for outsiders like Donna Anderson and the O'Connells to win a Board seat unless the illegal actions of the board are corrected. This is because it is certainly easier to overcome 20 votes than it is to overcome 60 votes.

This perversion of democracy is a direct manipulation by Defendants, and is the reason the same Board Majority has held their seats 6 or more years. This is why the TRO is imperative.

DEFENDANTS MOTION IS CONTRARY TO STATUS QUO AS DEFINED BY THE SUPREME COURT

The only reason the GLA gives for a motion to dismiss the TRO election fraud claim is regarding status quo. Again, GLA Defendants motion asks to dismiss only half of the TRO petition regarding this election fraud claim, because it would 'not maintain the status quo.'

However, Defendants motion claim above, absent any authority, is also contrary to a Mt. Supreme Court case specifically defining status quo:

“Upon the requisite showing, a preliminary injunction is issued to maintain the status quo pending trial, which has been defined as “ ‘the last actual, peaceable, noncontested condition which preceded the pending controversy.’ ” Cole, ¶25 (quoting Benefis, ¶ 14). It is the court’s duty “ ‘to minimize the injury or damage to all parties to the controversy.’ ” Cole, ¶ 25 (quoting Benefis, ¶ 14)

O’Connells’ TRO does not contest any prior elections before 2011. So applying this Mt. Supreme Court decision above to this case, the last noncontested condition which preceded the pending controversy was before the Nov. 11th 2011 and 2012 elections.

GLA Motion at page 3 misconstrues such facts by saying, “O’Connells are asking to [sic] Court for a TRO forcing Glastonbury to change the way it has done voting for over [a] decade. ...the GLA has been allowing each member who has a right to vote to cast a vote for each open position [or 3 votes] for years.”

Again, O’Connells’ TRO does not contest any prior elections before 2011. This higher court’s definition of status quo for this TRO would thus go back before the contested elections of 2011 & 2012 that violated anew Defendants authority requiring “each Membership Interest is entitled to one vote” (not 3) pursuant to GLA Bylaw V(F), Bylaw IV(B), & GLA Covenant 3.20. (TRO ¶ 26-27 specifically mentions elections for 2011 and 2012 and ¶ 48 states “ A preliminary injunction prohibiting the GLA Board and agents (Minnick) from conducting any and all business (other than what is absolutely necessary and minimal) until new elections can be held for all 12 GLA Board positions.”)

Conclusion

There are 12 current Board Directors, and 6 were elected in 2011 and 6 were elected in 2012 elections. This proves that it is not necessary to go back further than a year to find the status quo.

Yet the only reason the GLA gives for a motion to dismiss the TRO since it would ‘not maintain the status quo.’ This is contrary to Mt. Supreme Court case definition above, because the last actual, peaceable, noncontested condition which preceded the pending controversy was

Nov. 2011. The TRO only contests the 2011 & 2012 elections of the current 12 GLA Board members, NOT all elections as Defendants falsely imply above. Therefore, Defendants motion to dismiss is contrary to this Supreme Court decision above, because status quo before the 2011 elections can be maintained in this case, pending new Board elections.

Overall, Park and Gallatin county are both proper venue pursuant to §25-2-121, §25-2-115, & §25-2-122 below that allows venue in “Multiple proper counties” for contract disputes because Gallatin County is where the contract duties and services are primarily performed by Minnick.

The motion to dismiss half the TRO is based on the false assumption that there is no status quo to be found. This is absurd and resolved by applying the MT. Supreme Court definition of status quo (herein) to this case.

Most importantly, the Board Defendants for the GLA corporation, refused to give answer to any of the TRO claims, yet Defendants motions admitted to their actions to be restrained (such as election fraud contrary to Covenant 3.20 “a separate and distinct Membership Interest that is entitled to one (1) vote” is NOT 3 votes.)

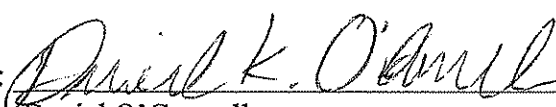
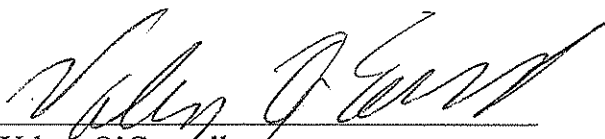
Thus it is within this Courts jurisdiction per 27-27-101, MCA. to “arrests the proceedings of any tribunal, corporation, board, or person exercising judicial functions when such proceedings are without or in excess of the jurisdiction of such tribunal, corporation, board, or person.”

GLA’s motions should be dismissed as contrary to the laws herein. Also for this TRO, Defendants actions to be restrained are not in question. The only question is whether the GLA governing documents entitle relief; which they do, especially since GLA covenants and bylaws

are enforceable by specific performance as stated in Bylaw VI. and Covenant 10.02 and more. The duty of the court is to apply the bylaw/covenant contract language as written (*Carelli v. Hall (1996)*).

Under the rules and considering GLA Defendants refused to give answer or otherwise defend against the TRO claims to restrain against a new guest house assessment and fraudulent Board elections, Plaintiffs TRO Petition is justly deemed true and should be granted.

Dated this 16th day of November, 2012.

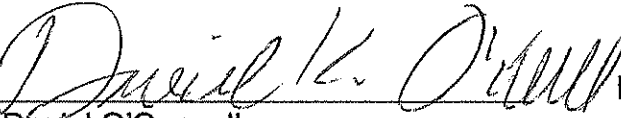

By:  Daniel O'Connell By:  Valery O'Connell

Certificate of Service

I, Daniel and Val O'Connell, swear that a true and correct copy of the forgoing document was sent to the following parties via first class mail this 16th day of November, 2012, to:

Eighteenth Judicial District Clerk of Court
615 S. 16th Ave., Room 312
Bozeman, Mt. 59715

The GLA attorney of record:
Alanah Griffith
1184 N. 15th St. Suite #4
Bozeman, Mt. 59715

By:  Daniel O'Connell By:  Valery O'Connell

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

89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133

Communications

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

Site Management:

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

GLA agrees to abide by the following:

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

Glastonbury Landowners Association

Newsletter July 2012

HOA Management Trial Period

The Board is pleased to announce its decision to employ a professional homeowner association management company to handle administrative duties for the GLA with this costing no more than is already being allocated for these types of duties currently being performed by contractors.

After thoroughly analyzing our needs and the expenses required to carry out administrative functions, and the options available to handle them, the Board voted unanimously to begin a 6-month trial period, which started in June, with Minnick Management, an HOA management company located in Bozeman. Minnick will handle a wide variety of tasks that range from taking meeting minutes, performing accounting functions, conducting project reviews, to serving as a communication hub, just to name a few. Put simply, Minnick will serve as the administrative branch of the association under the direction and supervision of the Board.

Over the years, the Board has been handling the many administrative tasks necessary for operation of the association to the best of its ability by using both volunteers and paid contractors. This approach has worked fairly well, but at times has been lacking due to the unavailability of contractors, and skilled volunteer resources.

As we have now reached a point where our processes have been better clarified and simplified, we are ready to move to a more professional level of administration. This will enable the Board to better serve landowners by providing a higher degree of consistency and efficiency.

Starting mid-July, all communication with the association will be received by Minnick Management, who will process items as required, including forwarding some things to the director or committee most appropriate to handle it. Our new address and contact information are as follows:

GLA • PO Box 1862 • Bozeman, MT 59771
Phone: 406-556-7187 • Fax: 406-556-7197
Voicemail: 406-451-0033
admin@GLA-MT.org

Assessment Payment Policies

The financial health of the association is an important concern of the Board. As part of our streamlining process, the Board has carefully reviewed Section 11 of the Covenants regarding how assessments are to be paid. Starting in January 2013, please be prepared to pay your assessments in the following manner, unless you have established other arrangements with the Treasurer:

Mid-January: Annual assessment statements are sent out to landowners.

Landowners choose 1 of 2 payment options:

- 1) Pay in full by the end of January, or
- 2) Pay in equal quarterly payments by January 31, April 31, July 31, and October 31.

As stated in the Covenants, there is a 30-day grace period for payments, after which a 5 percent penalty and 1.5 percent monthly interest will begin to accrue.

Board Meetings Streamlined

After exploring ways to conduct our board meeting business as efficiently as possible, the Board has determined that items on our agenda must be thoroughly reviewed and/or researched by committee prior to the meeting. This will allow the Board to have the most complete understanding of a subject at the time it is brought before them, thereby allowing meaningful discussion and the ability to make decisions and take actions as needed.

If you have an issue you wish to bring to the Board, please provide us with complete details so that your request can be forwarded to the appropriate Director. After committee research, review and/or necessary preliminary meetings regarding the subject, the item may be placed on the agenda.

Monthly board meetings begin at 7:00 p.m. and end at approximately 9:00 p.m.

If you wish to be e-mailed the monthly board meeting agenda, or to be informed of meeting schedule changes via e-mail, please contact admin@gla-mt.org.

NOTE: The GLA is always looking for independent contractors who are interested in various jobs such as snowplowing, repair and maintenance, as well as volunteers for committees, odd jobs and help at the annual meeting. Contact us for details.

Land Use Master Plan 5-Year Review

The Land Use Master Plan has been in place for the past five years, and the Board is in the process of reviewing it for possible modifications that will then be brought before the membership for a vote. If you are interested in serving on the Master Plan Committee, or have comments for the Board to consider regarding possible changes, please contact us.

Lawsuit Update

As discussed in the May 9, 2012 President's letter, Daniel and Valery O'Connell have 2 lawsuits pending against the association. To date, we have now spent over \$21,000 on legal fees. Although this is a most unfortunate situation, State law requires that the Association defend itself via legal counsel because of its status as a corporation.

Regarding the first case that has been appealed, briefs have been filed with the Supreme Court by both parties, and we are awaiting the Justice's decision. In the other matter, settlement options are being considered by the Board.

The GLA's official website is: www.GLA-MT.org.

G. L. A.
P.O. Box 1862
Bozeman, MT 59771

BILLINGS MT 59101

28 AUG 2012 PM 1 7



Daniel & Valery O'Connell (NG 5-C)
P. O. Box 77
Emigrant, MT 59027-0144

Temp - Return Service Rec

5902730077 8001



G. L. A.
P.O. Box 1862
Bozeman, MT 59771

BILLINGS MT 59101

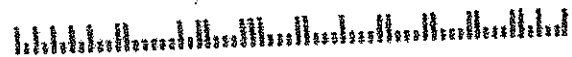
28 OCT 2012 PM 1 1



Daniel & Valery O'Connell (NG 5-C)
P. O. Box 77
Emigrant, MT 59027-0144

Temp - Return Service Request

5902730077



GLASTONBURY LANDOWNERS ASSOCIATION, INC.

P.O. Box 1862, Bozeman, Montana 59771

October 2, 2012

INVOICE

To: Daniel and Valery O'Connell
PO Box 77
Emigrant, MT 59027

Description:

Reimbursement for administrative costs incurred in providing the following documents on July 18 and 20, 2012:

Draft Assessment Policy

Meeting Minutes: February, March, April, May, June 2012

Membership Lists for North and South

Drafts of Erickson agreements

Minnick Management Agreement for Trial Period

Board Confidentiality Agreements

Board Conflict of Interest Statements

Total Paid to Administrative Contractors:

\$60.00

AMOUNT DUE: \$60.00

Please mail payment to:

GLA
PO BOX 1862
BOZEMAN, MT 59771

Angelis Design

P.O. Box 333
Emigrant, MT 59027
(406) 333-9081

INVOICE

Purchase Order No.	Date 8/16/12	Invoice No. 2317
--------------------	-----------------	---------------------

TO:

Glastonbury Landowners Association

PO Box 1862

Bozeman, MT 59771

SHIP TO:

Same

Description	Cost
Handling Document Request for July 2012 (C00-2) 3 hrs. - Document Request from O'Connells - Compile, review and prepare for attorney: Draft Assessment Policy, 2012 Meeting Minutes, Membership Lists, Erickson draft agreements, Management Agreement, Confidentiality Agreements, Conflict of Interest Statements.	\$60.00
	Subtotal \$60.00
	Amount Paid 0
	Amount Due \$60.00

Thank-you!

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY 2012

ABSENTEE BALLOT

For Board of Directors and Ombudsmen Candidates

Number Of Votes	1
GLA Official Initial	

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 Naclerio

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.

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: 406-556-7197.

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.

Community News

To be updated soon...



Emergent Reef, 10,021 ft. is one of the most beautiful in Glastonbury.

Welcome

You are visiting the official web site of the Glastonbury Landowners Association, Inc. located in the community of Glastonbury, Paradise Valley, Montana. This web site serves the members of the landowners association and is maintained by the GLA Webmaster working under the direction of the Board of Directors.

Glastonbury Landowners Association
Post Office Box 1862
Bozeman, MT 59771
Phone: 406-556-7187
Fax: 406-556-7197
Voicemail: 406-451-0033
Email US