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8 MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

9 DANIEL and VALERY O'CONNELL (for and
10 on behalf of GLA landowners),

11 Plaintiffs,

12 v.

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

15 Defendants.

Cause No.: DV-2012-220
DV-2012-164
Judge Brenda R. Gilbert

**DEFENDANTS' RESPONSE IN
OPPOSITION TO PLAINTIFFS' MOTION
FOR SUMMARY JUDGMENT & BRIEF IN
SUPPORT OF ITS CROSS-MOTION FOR
SUMMARY JUDGMENT**

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17 COME NOW the above named Defendants Glastonbury Landowners Association, Inc. Board of
18 Directors (GLA) and submits this brief in opposition to Plaintiffs' "Motion for Summary Judgment"
19 filed January 18, 2013 and in support of its "Cross-Motion for Summary Judgment." Plaintiffs filed a
20 document titled "Motion for Summary Judgment & Motion to Enjoin Cases." This response is only to
21 the "Motion for Summary Judgment." GLA will file a separate response to the "Motion to Enjoin
22 Cases." Plaintiffs' "Motion for Summary Judgment" asks for summary judgment on their claims in both
23 DV-12-220 and DV-12-164. GLA contends Plaintiffs are not entitled to summary judgment, and the
24 GLA is entitled to summary judgment on all claims asserted by Plaintiffs.
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BACKGROUND

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2 The GLA is a nonprofit corporation formed for the mutual benefit of landowners within two
3 developments self-named North and South Glastonbury near Emigrant, Montana in Park County,
4 Montana. (Aff. of Richard Bolen ¶2 attached as Exhibit A and Aff. of Alyssa Allen ¶2 attached as
5 Exhibit B). The GLA is governed by its Articles of Incorporation (Exhibit C to Supplemental Affidavit
6 of Richard Bolen), the Bylaws of the Glastonbury Landowners Association, Inc. (Exhibit D to
7 Supplemental Affidavit of Richard Bolen), the Restated Declaration of Covenants for the Community of
8 Glastonbury (Exhibit E to Supplemental Affidavit of Richard Bolen), and the Glastonbury Land Use
9 Master Plan (Exhibit G to Supplemental Affidavit of Richard Bolen). Exhibit F-1 is a map of the
10 Emigrant area with North and South Glastonbury outlines roughly drawn in. Exhibits F-2 and F-3 are
11 zoomed-in maps of North and South Glastonbury respectively which show the individual lots. There are
12 nearly 400 membership interests held by about 360 landowners in the two developments. Parcels within
13 the developments are primarily used as residences. (Exhibits A and B at ¶2).

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16 The GLA board consists of 12 volunteer directors, six each from North and South Glastonbury.
17 Directors serve a two year term, and six directors (three each from North and South Glastonbury) are
18 elected every year (occasionally there are more vacancies if a director has left before the end of the
19 term). (Exhibits A and B at ¶3). The GLA, through its board, maintains the roads and common areas,
20 collects assessments, approves building proposals, evaluates variance requests, enforces the restrictive
21 covenants, and has a myriad of other tasks much like any landowners association. (Exhibits A and B at
22 ¶3).
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25 The Plaintiffs have resided in North Glastonbury for over seven years. (See lot 5 on Ex. F-4
26 attached to the Supplemental Affidavit of Richard Bolen). (Exhibits A and B at ¶4). As Plaintiffs have
27 noted in their Brief, they have filed five lawsuits against the GLA in less than two years. (Exhibits A
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1 and B at ¶4). They complain these suits have cost the GLA over \$50,000 in legal fees but fail to
2 acknowledge this is a result of Plaintiffs' own litigious behavior. Plaintiffs have threatened to continue
3 to file lawsuits until the current GLA board resigns. (Exhibits A and B at ¶4). Lawsuits DV-12-220 and
4 DV-12-164 are just the latest meritless suits designed to harass and cost their neighbors in the GLA time
5 and money to defend.

6 Plaintiffs' first Complaint at issue here (titled "Writ of Prohibition and Writ of Mandamus")
7 under cause number DV-12-164 alleges the GLA Board entered into an illegal administration contract
8 with a property management company, Minnick Management. It also alleges the GLA Board wrongly
9 granted a variance to landowners allowing the landowners to cluster four residences on one side of their
10 two adjoining parcels.
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12 Plaintiffs' second Complaint (titled Petition for Temporary & Permanent Restraining Order)
13 under cause number DV-12-220 asks for temporary and permanent injunctions against Defendants to
14 prohibit them from collecting homeowner's association assessments on guest houses and requests
15 injunctive relief to order new elections because they allege the GLA has conducted its elections wrong.
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17 Plaintiffs have filed for summary judgment on their claims regarding Minnick Management,
18 guest house assessments, and the elections. A brief background of each issue is warranted:
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20 **1. Minnick Management—DV-12-164**

21 The GLA board entered into a six-month trial management agreement with a property
22 management company, Minnick Management, in June of 2012. (Exhibits A and B at ¶5). Since then,
23 the GLA and the Minnick have continued to contract on a month-to-month basis. (See Minnick
24 Contract attached as Exhibit H to Supplemental Affidavit of Richard Bolen). The contract hires Minnick
25 to do the administrative functions for the association such as mailings, bookkeeping, taking meeting
26 minutes, collecting assessments, paying bills, and other support functions. (Exhibits A and B at ¶5).
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1 Before Minnick, the GLA used various independent contractors, usually on a part-time basis, to handle
2 the administrative functions. (Exhibits A and B at ¶6). As the development has grown, so has the
3 scope and complexity of these tasks. Therefore, the GLA board decided to contract out administrative
4 tasks to a professional property management company which handles all of these tasks and ensures they
5 are properly completed. (Exhibits A and B at ¶6). Rather than relying on various independent
6 contractors and volunteers who may or may not be available, the board contracted a reliable and
7 professional organization. In addition, this helps the board to better focus on their management
8 functions. (Exhibits A and B at ¶6). Of the approximate 360 landowners within the GLA, only
9 Plaintiffs objected to the Minnick contract. (Exhibits A and B at ¶6). The Plaintiffs argue this contract
10 divests the board of its powers under the By-Laws and therefore is illegal, but this argument is
11 fundamentally flawed because the GLA governing documents clearly allow the GLA board to enter into
12 this contract.
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15 **2. Erickson Variance—DV-12-164**

16 This claim stems from a variance request by Pete and Cyrese Erickson, landowners within the
17 South Glastonbury development. The Ericksons own two adjacent lots (See lots 90 and 91 on Exhibit F-
18 5 to Supplemental Affidavit of Richard Bolen), and they wanted to build 5 homes on these lots to be
19 used by them and their children. (Exhibits A and B at ¶8). The GLA covenants and master plan allow
20 only two homes per lot. The Ericksons requested a variance from the GLA board. After discussions
21 and input from other landowners, the Ericksons and the GLA board came to an agreement that the
22 Ericksons could build 4 homes on lot 90. (Exhibits A and B at ¶8 and Exhibit I to Supplemental
23 Affidavit of Richard Bolen). The Ericksons agreed to pay for improvements to the road leading to their
24 lot. This road also leads to common land adjacent to Forest Service land which GLA members use for
25 recreation meaning the road improvements would benefit all GLA members. (Exhibits A and B at ¶8).
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1 The Ericksons also agreed to never construct anything on lot 90 and to only sell lots 90 and 91 together.
2 The lots were big enough and remote enough that the GLA board did not think the "clustering" of the 4
3 homes would be an issue. Both the Ericksons and the board viewed this as a "win-win" situation.
4 (Exhibits A and B at ¶8).

5 The proposed variance underwent a stringent review process, included several special meetings,
6 and solicited input from other landowners. (Exhibits A and B at ¶9). During the review process,
7 various members of the GLA raised concerns with the proposed variance. (Exhibits A and B at ¶9).
8 However, after the proposed agreement with the Ericksons was fully presented to the GLA, everyone
9 was satisfied with the end result, except the Plaintiffs. The Plaintiffs, who live in North Glastonbury
10 approximately four miles from the Erickson property (Exhibit F-4 to Supplemental Affidavit of Richard
11 Bolen), are the only ones who still object to this variance. (Exhibits A and B at ¶9). They maintain it is
12 illegal due to their misconstruing of Montana law, and to their own, unique interpretations of the
13 governing documents. They allege only a vote of all members of the GLA could grant the variance.
14 These allegations are without merit, and are made simply to vex the GLA board and exercise power
15 within the association.
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19 **3. Guest House Assessments—DV-12-220**

20 Plaintiffs brought suit seeking to stop collecting assessments on guest houses by the GLA.
21 Assessments are based on bare land and increase according to the number of "dwelling units" on the
22 parcels covered by the GLA. Section 11.03 of the Covenants states:
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24 "Each Landowner shall pay an annual community assessment ... to the Association for
25 the uses and purposes described above. ... The amount of the annual assessment may be
26 increased or decreased from year to year, at the option of the Association, based upon the
27 amount of work to be done and the estimated or anticipated cost of labor, equipment and
28 materials involved. ... The amount of the annual assessment beginning January 1, 1998
shall be as follows:

- a. \$120 land assessment for each parcel, plus an additional \$120 for each undivided tenancy-in-common interests in excess of one per parcel; plus
- b. \$120 dwelling assessment for each dwelling unit located on each parcel or owned in association with each undivided tenancy-in-common interest in a parcel;"

Section 3.12 of the Covenants defines "dwelling unit" as:

A structure or portion of a structure, normally consisting of living area, bathroom and cooking facilities, designed for occupancy by a single family. The term includes a boarding house but not the individual rooms within a boarding house that do not contain a bathroom and cooking facilities.

Assessments are to be used for operation, maintenance, repair, and improvement of the roads, trails, easements, common areas, etc. See Section 11.02 of the Covenants.

Section 1.1 of the Master Plan, which was adopted in 2007, currently allows one single-family residence and one guest house per lot. (Exhibit G to Supplemental Affidavit of Richard Bolen). There are exceptions for larger parcels and for homes existing before the adoption of the Master Plan. There are lots with multiple residences on them already. Each of those residences adds a dwelling assessment to the yearly assessment. This caused some confusion about whether a guest house was a "dwelling unit" and if it should have a separate assessment. (Exhibits A and B at ¶10). The board ultimately decided that if a guest house (living area, bathroom and cooking facilities, designed for occupancy by a single family) met the definition of "dwelling unit" as defined by the Covenants, then it should be assessed. (Exhibits A and B at ¶11). Plaintiffs have objected to these assessments (they are the only ones) and argue that guest houses are not "dwelling units" within the meaning of the Covenants. (Exhibits A and B at ¶12). This argument ignores the plain language of the Covenants.

4. Elections—DV-12-220

As mentioned above, there are six vacancies on the GLA board each year, three each from North and South Glastonbury. (Exhibits A and B at ¶13). Voting is based on a "membership interest."

Section 3.20 of the Covenants defines "membership interest" as the following:

1 A membership interest consists of the rights, privileges, duties and responsibilities of
2 membership in the Association and runs with the title to the property in the Community
3 owned by every Landowner. Each of the following separate units of property, whether
4 held by one or more than one Landowner, shall constitute a separate and distinct Membership
5 Interest that is entitled to one (1) vote and with such voting and other rights and privileges and
6 with such duties and responsibilities as are set forth herein and in the bylaws and rules of the
7 Association:

- 8 a. A parcel;
- 9 b. An undivided tenancy-in-common interest in a parcel existing as of the effective
10 date hereof, whether owned individually or in joint tenancy; and
- 11 c. A condominium unit.

12 Articles IV.B. and V.F. of the Bylaws also states that each membership interest is entitled to one vote.
13 (Exhibit D to Supplemental Affidavit of Richard Bolen). A member who holds more than one
14 membership interest has a separate vote for each interest.

15 The board is elected from qualifying candidates from North and South Glastonbury on separate
16 ballots for North and South Glastonbury. (Article VI.A. of the Bylaws). Only membership interests in
17 North Glastonbury can vote for the board positions from North Glastonbury and vice versa for South
18 Glastonbury. (Exhibits A and B at ¶13).

19 Since its inception, the GLA has sent out separate ballots to each membership interest for North
20 and South Glastonbury. (Exhibit J to Supplemental Affidavit of Richard Bolen). The ballots list all
21 candidates for the three vacancies and instruct the membership interest to vote for three separate
22 candidates to fill the three separate vacancies. Each membership interest is voting one time per
23 vacancy. The three candidates with the most votes win a seat on the board. (Exhibits A and B at ¶14).
24 The Bylaws are not specific in how elections are to be carried out. Article XII.A. of the Bylaws states:
25 "The Board shall have the power to interpret all the provisions of these Bylaws and such interpretation
26 shall be binding on all persons." (Exhibit D to Supplemental Affidavit of Richard Bolen).

27 Plaintiffs have not objected to these voting procedures until 2012. (Exhibits A and B at ¶15).
28 Further, the Plaintiffs have run for election, and Daniel O'Connell was elected to the GLA board in

1 2009 under these election procedures. (Exhibits A and B at ¶15). The GLA members removed him
2 from the board in a special meeting on August 7, 2011. (Exhibits A and B at ¶15). Only now do they
3 object to these procedures. They argue that each membership interest is given only one vote for a
4 director regardless of the number of vacancies on the board.

5 Since Daniel O'Connell was removed from the board, both Plaintiffs have run for the GLA
6 board in 2011 and 2012 and have been defeated both times. (Exhibits A and B at ¶15). Presumably, by
7 limiting each membership interest to one vote per election regardless of the number of board vacancies
8 there are, the Plaintiffs believe they can garner enough votes to be elected to the board. However,
9 Plaintiffs' interpretation of the Covenants and Bylaws goes against the plain language of the documents
10 and contradicts long-standing practice in the GLA.
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13 STANDARD

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15 Under well-established principles of Montana law, the party moving for summary judgment
16 must demonstrate no genuine issues of material fact exist. Upon such demonstration, the burden shifts
17 to the non-moving party to prove, by more than mere denial or speculation, a genuine issue of material
18 fact exists. *Bruner v. Yellowstone Co.*, 272 Mont. 261, 264, 900 P.2d 901, 903 (1995). Generally, a
19 court looks to the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits to
20 determine whether a genuine issue of material fact exists. *Cate-Schweyen v. Cate*, 2000 MT 345, ¶ 14,
21 303 Mont. 232, ¶ 14, 15 P.3d 467, ¶ 14. Evidence must be viewed in the light most favorable to the
22 nonmoving party. *Nelson v. Nelson*, 2005 MT 263, ¶ 15, 329 Mont. 85, 122 P.3d 1196. However,
23 conclusory or speculative statements without support raise no genuine issue of material fact. *Abraham*
24 *v. Nelson*, 2002 MT 94, ¶ 26, 309 Mont. 366, 46 P.3d 628. Upon the determination that no genuine
25 issues of material fact exist, a court must determine whether the moving party is entitled to judgment as
26 a matter of law. *Bruner*, 272 Mont. at 264, 900 P.2d at 903.
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ARGUMENT

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2 Plaintiffs' chief argument on all these issues as repeated in numerous documents filed with this
3 Court is the GLA's governing documents are "absent any specific language or lack authority" for the
4 GLA's challenged actions. This argument is flawed as an organization such as the GLA does not need
5 specific language authorizing every action. Nonprofit corporations have broad, general powers that
6 specific language is used to limit. Every nonprofit corporation in Montana has general statutory powers
7 granted by Mont. Code Ann. § 35-2-118(1). Pertinent provisions provide:
8

9 Unless its articles of incorporation provide otherwise, a corporation has perpetual duration and
10 succession in its corporate name and has the same powers as an individual to do all things
11 necessary or convenient to carry out its affairs including, without limitation, power:

- 12 (a) to sue and be sued, complain, and defend in its corporate name;
- 13 (c) to make and amend bylaws, consistent with its articles of incorporation or with the
14 laws of this state, for regulating and managing the affairs of the corporation;
- 15 (d) to purchase, receive, lease, or otherwise acquire and to own, hold, improve, use, and
16 otherwise deal with real or personal property or any legal or equitable interest in
17 property, wherever located;
- 18 (e) to sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any
19 part of its property;
- 20 (g) to make contracts and guaranties; to incur liabilities; to borrow money; to issue notes,
21 bonds, and other obligations; and to secure any of its obligations by mortgage or pledge
22 of any of its property, franchises, or income;
- 23 (j) to conduct its activities, locate offices, and exercise the powers granted by this chapter
24 in the state or out of the state;
- 25 (k) to elect or appoint directors, officers, employees, and agents of the corporation; to
26 define their duties; and to fix their compensation;
- 27 (n) to impose dues, assessments, admission, and transfer fees upon its members;
- 28 (o) to establish conditions for admission of members, admit members, and issue
memberships;
- (p) to carry on a business; or
- (q) to do all things necessary or convenient consistent with law to further the activities
and affairs of the corporation.

25 The GLA Bylaws also grant the board general powers without limiting them. (Exhibit D to
26 Supplemental Affidavit of Richard Bolen). Article VI.B. of the Bylaws states: "the business and affairs
27 of the Association shall be managed by the Board of Directors. Such Directors shall in all cases act as a
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1 Board which shall have the powers and duties necessary for the administration of the Association....”

2 Further, article VI.B. of the GLA Bylaws states:

3
4 Such power and duties of the Board shall include, but not be limited to, the following:

- 5 1. Conduct, manage and control the affairs and business of the Association;
- 6 2. Make capital expenditures, enter into contracts and agreements, and provide the
7 services and functions as are necessary to operate and maintain the Property and carry
8 out the business of the Association, provided, however, that the following capital
9 expenditures, contracts and agreements shall be approved by the Members as provided in
10 Article V, paragraph F, of these Bylaws:
 - 11 a. Individual contracts and agreements with a term in excess of five (5) years;
 - 12 b. The sum of all capital expenditures in any given fiscal year totaling more than
13 thirty percent (30%) of the Associations’ average annual operating budget for the
14 preceding three (3) years; and
 - 15 c. Mortgaging, encumbering or otherwise disposing of any real property of the
16 Association;
- 17 3. Fix, levy, collect and enforce the payment of common charges and assessments to
18 Members required to carry out the duties and obligations of the Association, including,
19 without limitation, the operation and maintenance of the community common property
20 and roads;
- 21 5. Obtain necessary insurance for the Association, the Association’s property, the Board,
22 officers and employees of the Association and provide for the use and disposition of the
23 insurance proceeds in the event of loss or damage;
- 24 6. Appoint and remove, employ and discharge, and except as otherwise provided in these
25 Bylaws, supervise and prescribe the duties and fix compensation, if any as necessary, of
26 all officers, agents, employees, or committee members of the Association;
- 27 8. Have the right to delegate such powers as may be necessary to carry out the function
28 of the Board to committees as the Board of Directors designates from time to time by
resolution as provided in these Bylaws;
13. Keep records in a good and businesslike manner of all assessments made, all
expenditures and the status of each Member’s accounts, and make such records
accessible at reasonable times to all Members;
14. 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;
16. Adopt Rules from time to time for the conduct of any meeting, election or vote in a
manner that is not inconsistent with any provisions of the Covenants, Articles of
Incorporation or these Bylaws.

1 Finally, Article XII.A. of the Bylaws states: "The Board shall have the power to interpret all the
2 provisions of these Bylaws and such interpretation shall be binding on all persons." (Exhibit D to
3 Supplemental Affidavit of Richard Bolen)

4 Plaintiffs' contentions that the complained-of actions are not within the authority granted to the
5 GLA are absurd. The GLA clearly has broad, general powers to further the business of the association
6 and where the governing documents are silent, the board has the power to interpret and implement as it
7 sees fit. Every one of Plaintiffs' claims fails for this reason.

9 **1. The Minnick Management contract is proper under GLA's governing documents.**

10 Plaintiffs allege that the GLA board has abrogated its powers and duties to Minnick
11 Management. Plaintiffs' argument on this matter is hard to track, but it appears they take issue with the
12 GLA contracting with Minnick to handle routine administrative functions because they claim the By-
13 laws state only the GLA can exercise those powers. However, the GLA did not abrogate its powers and
14 duties, it simply appointed an agent to more efficiently carry out its duties.

15 Mont. Code Ann. § 35-2-118(1) grants nonprofit corporations the power to enter into contracts
16 and to hire employees and appoint agents. The GLA Bylaws do not limit these statutory powers but
17 complement them by reiterating the GLA's power to enter into contracts, hire employees and agents,
18 and by including a catch-all: "Do any and all things necessary to carry into effect these Bylaws and to
19 implement the purposes and exercise the powers as stated in the Articles of Incorporation, Covenants,
20 Bylaws, Rules and any Land Use Master Plan adopted pursuant to the Covenants Section VI.B."
21 Bylaws, Article VI.B.14.

22 The Minnick contract appoints Minnick to act on behalf of the GLA by collection of
23 assessments, filing liens, process accounts payable and receivable, maintain GLA accounts, and obtain
24 approval for payment of bills from the GLA board. Minnick is also to produce monthly financial
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1 reports, maintain employment and contractor records, maintain membership records, take minutes at
2 meetings, make copies of agendas and hand-outs, complete mailings, help collect and tally ballots, serve
3 as a point of contact for inquiries, mail out newsletters and quarterly reports, and respond to service
4 requests. (Exhibit H to Supplemental Affidavit of Richard Bolen). Minnick does not oversee contracts
5 for road and building maintenance, work with utilities, handle insurance matters, handle covenant
6 enforcement, approve or deny variance requests, approve building designs, designate committees,
7 approve expenditures of funds, promulgate rules and regulations, hire or fire employees, or set
8 assessments. (Exhibits A and B at ¶7). The GLA board reserved its decision-making powers and
9 Minnick has been contracted to complete administrative functions. (Exhibits A and B at ¶7).

11
12 Plaintiffs also argue that Article VI.B.8 of the Bylaws only allows the GLA board to delegate its
13 powers to a committee, rather than to Minnick. Under Plaintiffs' interpretations, the GLA board would
14 have to personally handle every task related to the GLA and could not hire a secretary to take minutes,
15 an accountant to maintain financial records, or a plow operator for snow removal. Even assuming the
16 directors would have the skills necessary to complete these tasks, this is an absurd result and would
17 make all the other provisions regarding forming contracts and hiring employees or agents void. "An
18 interpretation which gives effect is preferred to one which makes void." Mont. Code Ann. § 1-3-232.

19
20 Certainly, the board can delegate powers to committees, but that provision must be read in
21 conjunction with the other powers of the board which include forming contracts, hiring employees, and
22 appointing agents in order to "[d]o any and all things necessary . . ." to conduct ". . . the business and
23 affairs of the Association . . ." "The whole of a contract is to be taken together so as to give effect to
24 every part if reasonably practicable, each clause helping to interpret the other." Mont. Code Ann. § 28-
25 3-202. "Interpretation must be reasonable." Mont. Code Ann. § 1-3-233. It is reasonable and apparent
26 from the text of the Bylaws that the GLA has the power to contract with other parties to carry out its
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1 duties. A court should not isolate clauses or words but view an instrument as a whole and give meaning
2 to all clauses. *K&R Partnership v. City of Whitefish*, 2008 MT 228, ¶ 26, 344 Mont. 336, ¶ 26, 189 P.3d
3 593, ¶ 26.

4 For these reasons, the GLA's contract with Minnick Management is allowable within its
5 governing documents and Montana law as a matter of law. GLA respectfully requests that the Court
6 enter an Order dismissing with prejudice Plaintiffs' claims regarding the Minnick Management contract
7 and find that the contract is valid.

9 **2. Granting the Ericksons a variance is within the power of the GLA board.**

10 As explained above, the GLA board entered into an agreement with the Ericksons regarding a
11 variance request. The GLA governing documents vest power within the board to grant variances and
12 enter into contracts. There are several governing documents at play here: the Declaration of Covenants
13 (Covenants), the By-Laws, and the Master Plan. Section 5.01 of the Covenants states:

14
15 **Association's Approval.** A site plan and building plans satisfactory to the Association
16 must be submitted by the Landowner to the Association for review and approval prior to
17 beginning construction of any structure, the placing of any mobile home on a parcel or the
18 carrying out of any other project for which review is required by the Master Plan, these
covenants or any rule or regulation adopted in accordance therewith.

19 Section 12.01 of the Covenants states:

20 **Variations, Waivers.** The Association reserves the right to waive or grant variations to
21 any of the provisions of this Declaration, where, in its discretion, it believes the same to
be necessary and where the same will not be injurious to the rest of the Community.

22
23 Section 3.17 of the Covenants defines the Master Plan as: "**Master Plan.** The Glastonbury Land Use
24 Master Plan which is intended to direct the future growth and development of the Community, including
25 all amendments thereto." (Exhibit E to Supplemental Affidavit of Richard Bolen). Section 4.1 of the
26 Master Plan contains procedure and criteria for granting variations. (Exhibit G to Supplemental
27 Affidavit of Richard Bolen). Those procedures were followed in this case.
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1 Because this request was to change the allowable number of residences on a lot, a neighborhood
2 review was necessary pursuant to Section 4.1 of the Master Plan. Page 13 of Exhibit G is a detailed
3 Finding of Fact by the GLA board which shows what was considered in granting the variance. The
4 GLA board discussed the proposal at several meetings and solicited input from other landowners.
5 (Exhibits A and B at ¶ 9). The variance request was altered to allow 4 homes on lot 91. (Exhibits A
6 and B at ¶ 9 and Exhibit I to Supplemental Affidavit of Richard Bolen). The Ericksons would pay for
7 improvements to the road leading to their lot and to the GLA common land and Forest Service land.
8 The Ericksons also agreed to never construct anything on lot 90 and to only sell lots 90 and 91 together.
9 Essentially, they were still complying with the spirit of the Master Plan because there would only be 4
10 residences on two contiguous lots. The lots are large enough (45 acres total) that it would not appear
11 overcrowded. After these alterations, which resolved concerns raised by GLA members, only the
12 Plaintiffs still objected. (Exhibits A and B at ¶ 9).

15 The GLA board approved the variance under Section 4.2 of the Master Plan because it was not
16 materially detrimental to neighboring properties, the unusual topography on lots 90 and 91 justified the
17 variance, and because of the road improvements the Ericksons would bring to the community. (Exhibits
18 A and B at ¶ 9 and Exhibit I Findings of Fact). Notably, the Plaintiffs live in North Glastonbury,
19 nowhere near the Ericksons' property in South Glastonbury. Their objection was simply an objection
20 for sake of objection.

22 Clearly, the GLA board followed its procedures for granting the Erickson variance. All
23 reasonable concerns were addressed to the satisfaction of the Ericksons' immediate neighbors. GLA
24 respectfully requests that the Court enter an Order dismissing with prejudice Plaintiffs' claims regarding
25 the Erickson variance and finding that the variance agreement is valid.
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1 **3. Guest house assessments are allowable assessments under the governing documents.**

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3 First, Plaintiffs argue they are entitled to judgment on this issue because the GLA did not
4 address this claim in its initial Motion to Dismiss. Mont. R. Civ. P. 12(a)(1)(A) requires a defendant to
5 serve an answer within 21 days after being served with a summons and complaint. However, if the
6 defendant instead serves a motion under Rule 12, this period is altered. Mont. R. Civ. P. 12(a)(4). If
7 the motion is denied, the defendant has 14 days after the denial to serve a responsive pleading. Mont.
8 R. Civ. P. 12(a)(4)(A). GLA served both a Motion to Change Venue and a Motion to Dismiss under
9 12(b)(3) and (6) in response to Plaintiffs' Petition. The Motion to Change Venue was granted. The
10 Motion to Dismiss was denied on January 9, 2013. GLA filed its Answer on January 17, 2013, well
11 within the 14 days granted by Mont. R. Civ. P. 12(a)(4)(A). Simply put, GLA's Motions altered the 21
12 days to answer to 14 days after the Motion to Dismiss was denied.
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15 Plaintiffs argue GLA should have answered their claims not addressed in the Motion to Dismiss.
16 This argument goes against the plain language of the Rule which broadly alters the time to respond for
17 any motion filed under Rule 12. Further, attorneys and courts in Montana have followed the rule in this
18 matter, waiting to file an answer until motions under Rule 12 are resolved. See *Sealey v. Majerus*, 149
19 Mont. 268, 425 P.2d 70 (1967). The Federal Rules of Civil Procedure mirror the Montana rules, and
20 federal courts have addressed Plaintiffs' partial motion to dismiss argument.
21

22 In *Batdorf v. Trans Union*, 2000 WL 635455, (N.D. Cal. 2000), the defendant moved to dismiss
23 13 of 16 causes of action in the plaintiff's complaint before filing its answer. The plaintiff moved for
24 summary judgment on the three claims not addressed by the motion to dismiss. The Court ruled:

25
26 Plaintiff's motion for summary judgment fails because Trans Union has not admitted
27 plaintiff's allegation with respect to the first, third and fifth causes of action. Trans Union
28 was not required to file an answer to the causes of action it was not moving to dismiss while
its motion to dismiss is pending. The filing of a motion to dismiss the other causes of action
enlarged the time for Trans Union to respond to the entire complaint, including those causes

1 of action it did not move to dismiss. To hold otherwise would create the possibility of
2 duplicative pleading in the event the motion to dismiss is denied and the moving party is
3 then required to answer the causes of action it had moved to dismiss. (citations omitted)
4 *Id.* at 5.

5 This view is the majority view among federal courts. The language of Rule 12(a) speaks to the answer
6 as a whole, to a complaint as a whole, and not in terms of individual answers to separate counts or
7 claims. *Ideal Instruments, Inc. v. Rivard Instruments, Inc.*, 434 F.Supp.2d 598, 638 (2006)¹.

8 In multi-claim litigation in which a party mounts a Rule 12(b) challenge to only some of
9 the claims against it, it makes no sense to impose upon the parties some kind of “dual-track”
10 litigation involving an answer and further proceedings on some claims, while other claims are
11 subject to review on the motion dismiss. The inefficiencies for both the parties and the court as
12 well as the potential for confusion and unnecessary procedural convolutions posed by such
13 “dual-track” litigation are obvious. *Id.* at 639.

14 The plain language of the rule, custom and practice in Montana, and the majority of other courts to
15 address Plaintiffs’ argument all come to the conclusion that motions under Rule 12 hold the entire
16 answer to the entire complaint in abeyance until those motions are resolved. For this reason, Plaintiffs’
17 argument for judgment in their favor regarding the guest house assessments fails. On the other hand,
18 GLA is entitled to judgment from the Court that its guest house assessments are proper under the
19 governing documents.

20 As to the merits of Plaintiffs’ claim regarding guest house assessments, they argue that guest
21 houses are not “dwelling units” and that these assessments are illegal. However, this argument ignores
22 the plain language of the GLA’s governing documents. (Exhibit E to Supplemental Affidavit of
23 Richard Bolen). Section 11.03 of the Covenants states:

24 Each Landowner shall pay an annual community assessment . . . to the Association for
25 the uses and purposes described above . . . The amount of the annual assessment may
26 be increased or decreased from year to year, at the option of the Association, based

27 ¹ *Ideal Instruments* cites many other cases in support of this position: *Brocksopp Engineering, Inc. v. Bach-Simpson, Ltd.*,
28 136 F.R.D. 485 (E.D. Wis. 1991). *Godlewski v. Affiliated Computer Servs., Inc.*, 210 F.R.D. 571 (E.D. Va. 2002). *Tingley*
Sys., Inc. v. CSC Consulting, Inc., 152 F.Supp.2d 95 (D. Mass. 2001). *Finnegan v. University of Rochester Med. Ctr.*, 180
F.R.D. 247 (W.D.N.Y. 1998).

1 upon the amount of work to be done and the estimated or anticipated cost of labor,
2 equipment and materials involved . . . The amount of the annual assessment beginning
3 January , 1998 shall be as follows:

4 a. \$120 land assessment for each parcel, plus an additional \$120 for each
5 undivided tenancy-in-common interests in excess of one per parcel; plus

6 b. \$120 dwelling assessment for each dwelling unit located on each parcel
7 or owned in association with each undivided tenancy-in-common interest
8 in a parcel;

9 Section 3.12 of the Covenants defines “dwelling unit” as:

10 A structure or portion of a structure, normally consisting of living area, bathroom
11 and cooking facilities, designed for occupancy by a single family. The term includes
12 a boarding house but not the individual rooms within a boarding house that do not
13 contain a bathroom and cooking facilities.

14 Section 1.1 of the Master Plan allows one single-family residence and one guest house per lot. (Exhibit
15 G to Supplemental Affidavit of Richard Bolen).

16 The Covenants create assessments based on the divisions of land and the number of dwellings
17 on those divisions within the development. The GLA board determined that guest houses were
18 “dwelling units” because they had living areas, bathroom, cooking facilities, and were designed for
19 occupancy by a single family. (Exhibits A & B at ¶ 11). In fact, some residences in the GLA reside full
20 time in guest houses. Other guest houses are rented out long term or as short-term vacation rentals.
(Exhibits A & B at ¶ 11).

21 Assessing guest houses as “dwelling units” ensures that those receiving the benefit of GLA
22 services (snow removal, road maintenance, etc.) are contributing like their neighbors. (Exhibits A & B
23 at ¶ 12). The fact that a parcel may have a main house and a guest house does not diminish the fact that
24 both are “dwelling units” as defined by the Covenants. If a structure has living areas, bathroom,
25 cooking facilities, and was designed for occupancy by a single family, then it is subject to the “dwelling
26 unit” assessment.
27
28

1 GLA respectfully requests that the Court enter an Order dismissing with prejudice Plaintiffs'
2 claims regarding guest house assessments and finding that guest houses may be assessed as "dwelling
3 units" as a matter of law.

4 **4. GLA's long-standing election are consistent with its governing documents and Plaintiffs cannot**
5 **challenge them.**

6 There are six vacancies on the GLA board each year, three each from North and South
7 Glastonbury. Voting is based on a "membership interest." Section 3.20 of the Covenants defines
8 "membership interest" as the following:
9

10 A membership interest consists of the rights, privileges, duties and responsibilities of
11 membership in the Association and runs with the title to the property in the Community
12 owned by every Landowner. Each of the following separate units of property, whether
13 held by one or more than one Landowner, shall constitute a separate and distinct Membership
14 Interest that is entitled to one (1) vote and with such voting and other rights and privileges and
15 with such duties and responsibilities as are set forth herein and in the bylaws and rules of the
16 Association:

- 14 a. A parcel;
- 15 b. An undivided tenancy-in-common interest in a parcel existing as of the effective
16 date hereof, whether owned individually or in joint tenancy; and
- 17 c. A condominium unit.

17 Articles IV.B and V.F. of the Bylaws also state that each membership interest is entitled to one vote. A
18 member who holds more than one membership interest has a separate vote for each interest. (Exhibit D
19 to Supplemental Affidavit of Richard Bolen).

20 The board is elected from qualifying candidates from North and South Glastonbury on separate
21 ballots for North and South Glastonbury. (Article VI.A of the Bylaws). Only membership interests in
22 North Glastonbury can vote for the board positions from North Glastonbury and vice versa for South
23 Glastonbury.
24

25 Since its inception, the GLA has sent out separate ballots to each membership interest for North
26 and South Glastonbury. (See past ballots attached to Exhibit J to Supplemental Affidavit of Richard
27 Bolen, and Exhibits A & B at ¶ 14). The ballots list all candidates for the three vacancies and instruct
28

1 the membership interest to vote for the three separate candidates to fill the three separate vacancies.
2 Each membership interest has one vote for per vacancy. The three candidates with the most votes win
3 seats on the board.

4 The Bylaws do not specifically set out election procedures. However, Article XII.A of the
5 Bylaws states: "The Board shall have the power to interpret all the provisions of these Bylaws and such
6 interpretation shall be binding on all persons." (Exhibit D to Supplemental Affidavit of Richard Bolen).
7 The GLA board is given the power to interpret and implement the Bylaws. Under the current
8 procedures, each membership is given one vote for each board vacancy. Contrary to Plaintiffs'
9 conclusory arguments, this does not violate the Covenants. Each membership interest has one vote per
10 issue. When there are three vacancies on the board, obviously a membership gets to vote for one
11 candidate per vacancy. These procedures are reasonable and widely used by other business entities, and
12 the GLA board is within its authority to conduct elections this way.

13
14
15 Elections have been done this way in the GLA since it was formed in 1997. (Exhibit J to
16 Supplemental Affidavit of Richard Bolen). Plaintiffs have not objected to these procedures until 2012.
17 (Exhibits A & B at ¶ 14). Further, the Plaintiffs have run for election and Daniel O'Connell was elected
18 to the GLA board in 2009 under these election procedures. (Exhibits A & B at ¶ 14). The GLA
19 members removed him from the board in a special meeting on August 17, 2011. (Exhibits A & B at ¶
20 14). Since Daniel O'Connell was removed from the board, both Plaintiffs have run for the GLA board
21 in 2011 and 2012 and have been defeated both times. (Exhibits A & B at ¶ 14). Only now do they
22 object to these procedures. Obviously, the Plaintiffs' goal is to improve their chances of election.
23

24
25 Plaintiffs claim that the GLA's election procedures are wrong and is also barred by equitable
26 estoppel, acquiescence, laches and waiver. "The doctrine of equitable estoppel is frequently invoked
27 where, as here, it would be unconscionable to permit a party to maintain a position inconsistent with one
28

1 in which it, or those by whose acts it is bound, has acquiesced.” *Selley v. Liberty Northwest Ins. Corp.*,
2 2000 MT 76, ¶ 17, 299 Mont. 127, ¶ 17, 998 P.2d 156, ¶ 17.

3 Plaintiffs acquiesced to the election procedures, ran for director, and won. To object now that
4 the last two elections have not gone their way is what the doctrine of equitable estoppel is designed to
5 prevent. “Acquiescence in error takes away the right of objecting to it.” Mont. Code Ann. § 1-3-207.
6 Further, “[a] person who consents to an act is not wronged by it.” Mont. Code Ann. § 1-3-206.
7 Plaintiffs’ consent and active participation in the current election process constitutes a waiver of their
8 right to challenge it. *Kelly v. Lovejoy*, 172 Mont. 516, 520, 565 P.2d 321, 324 (1977).

9
10 Further, Plaintiffs have waited nearly ten years before challenging GLA’s election procedures.
11 Laches bars a claim where the person asserting it has been negligent in asserting it. *Cole v. State ex rel*
12 *Brown*, 2002 MT 32, ¶ 24, 308 Mont. 265, ¶ 24, 42 P.3d 760, ¶ 24. Plaintiffs waited until they were
13 dissatisfied with the election results to assert this claim. When the election went in their favor, they
14 made no move to correct this supposed mistake. The length and character of Plaintiffs’ delay in
15 asserting this claim would render enforcing their assertions inequitable. *Id.*

16
17
18 GLA respectfully requests that the Court enter an Order dismissing with prejudice Plaintiffs’
19 claims regarding GLA election procedures and finding that GLA election procedures are in accordance
20 with its governing documents as a matter of law.

21
22 **CONCLUSION**

23
24 For the above stated reasons, Plaintiffs’ Complaints (DV 12-164 and DV 12-220) should be
25 dismissed with prejudice and judgment as a matter of law should be entered for Defendants.

1 DATED this 11th day of February, 2013.

2 BROWN LAW FIRM, P.C.

3
4 BY 

5 Michael P. Heringer
6 Seth M. Cunningham
7 Attorneys for Glastonbury
8 Landowners Association, Inc.

9
10 CERTIFICATE OF SERVICE

11 I hereby certify that a true and correct copy of the foregoing was duly served by U.S. mail,
12 postage prepaid, and addressed as follows this 11th day of February, 2013:

13
14 Daniel and Valery O'Connell
15 PO Box 77
16 Emigrant, MT 59027
17 *Plaintiffs pro se*

18 Daniel and Valery O'Connell
19 PO Box 774
20 Cayucos, CA 93430
21 *Plaintiffs pro se*

22 By: 

23 Michael P. Heringer
24 Seth M. Cunningham

EXHIBIT A

1 Michael P. Heringer
Seth M. Cunningham
BROWN LAW FIRM, P.C.
2 315 North 24th Street
P.O. Drawer 849
3 Billings, MT 59103-0849
Tel (406) 248-2611
4 Fax (406) 248-3128
Attorneys for Respondents
5 Glastonbury Landowners
Association, Inc.
6

7 MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

8 DANIEL and VALERY O'CONNELL (for and
9 on behalf of GLA landowners),

10 Plaintiffs,

11 v.

12 GLASTONBURY LANDOWNERS
13 ASSOCIATION, INC. Board of Directors,

14 Defendants.

Cause No.: DV-2012-220
DV-2012-164
Judge Brenda R. Gilbert

AFFIDAVIT OF RICHARD BOLEN

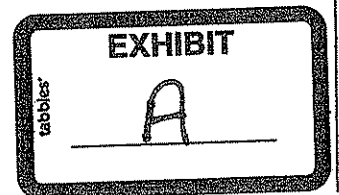
15 STATE OF MONTANA)
16 :ss
17 County of Park)

18 Richard Bolen, being first duly sworn on his oath deposes and states:

19 1. I am the President of the Glastonbury Landowners Association, Inc. (GLA). I have owned
20 property in South Glastonbury for 9 years. I have served on the board of directors of the GLA for 5
21 years, and I have served as President for 2 years.

22 2. The GLA is a nonprofit corporation formed for the mutual benefit of landowners within two
23 developments self-named North and South Glastonbury near Emigrant, Montana in Park County,
24 Montana. There are approximately 400 membership interests held by about 360 landowners in the two
25 developments. Parcels within the developments are primarily used as residences.

26 3. The GLA board consists of 12 volunteer directors, six each from North and South
27 Glastonbury. Directors serve a two year term, and six directors (three each from North and South
28



1 Glastonbury) are elected every year (occasionally there are more vacancies if a director has left before
2 the end of the term). The GLA, through its board, maintains the roads and common areas, collects
3 assessments, approves building proposals, evaluates variance requests, enforces the restrictive
4 covenants, and has a myriad of other tasks much like any landowners association.

5 4. The Plaintiffs in this suit, Daniel and Valery O'Connell have resided on lot 5-C of North
6 Glastonbury for several years. In the past two years, the O'Connells have filed five lawsuits against the
7 GLA. These lawsuits have cost the GLA a great deal of time and money. The O'Connells have
8 threatened to continue to sue the GLA until the current board of directors resigns.

9
10 **Minnick Management**

11 5. In June of 2012, the GLA board entered into a 6 month trial management agreement with a
12 property management company, Minnick Management. Since then, the GLA and Minnick have
13 continued the contract on a month to month basis. The contract hires Minnick to do administrative
14 functions for the association such as mailings, bookkeeping, taking meeting minutes, collecting
15 assessments, paying bills, and other support functions.

16
17 6. Before Minnick, the GLA used various independent contractors, on a part-time basis, to
18 handle its administrative functions. As the development has grown, so has the scope and complexity of
19 these tasks. Therefore, the GLA board decided to contract out administrative tasks to a professional
20 property management company which handles all of these tasks and ensures they are properly
21 completed. Rather than relying on various independent contractors and volunteers who may or may not
22 be available the board contracted a reliable and professional organization. In addition, this helps the
23 board to better focus on their management functions. Of the approximate 360 landowners within the
24 GLA, only Plaintiffs objected to the Minnick contract.
25
26
27
28

FRB

1 7. Minnick does not oversee contracts for road and building maintenance, work with utilities,
2 handle insurance matters, handle covenant enforcement, approve or deny variance requests, approve
3 building designs, designate committees, approve expenditures of funds, promulgate rules and
4 regulations, hire or fire employees, or set assessments. The GLA board reserved its decision making
5 powers. Minnick has been contracted to complete administrative functions.
6

7 **Erickson Variance**

8 8. Pete and Cyrese Erickson are landowners within the South Glastonbury development. The
9 Ericksons own two adjacent lots, lots 90 and 91. They requested a variance to build 5 homes on one of
10 these lots to be used by them and their children. The GLA covenants and master plan allow only two
11 homes per lot. After discussions and input from other landowners, the Ericksons and the GLA board
12 came to an agreement that the Ericksons could build 4 homes on lot 91. The Ericksons agreed to pay for
13 improvements to the road leading to their lot. This road also leads to common land adjacent to Forest
14 Service land which GLA members use for recreation, meaning the road improvements would benefit all
15 GLA members. The Ericksons also agreed to never construct anything on lot 90 and to only sell lots 90
16 and 91 together. Due to the size of the lots and the remoteness of the property the GLA board did not
17 think the "clustering" of the 4 homes would be an issue. In addition, the steep terrain which constituted
18 most of lots 90 and 91 made clustering the homes the most practical way to build. Both the Ericksons
19 and the board viewed this as a "win-win" situation.
20
21

22 9. The proposed variance underwent a stringent review process by the GLA board, which
23 included several meetings, and solicited input from other landowners. During the review process,
24 various members of the GLA raised concerns with the proposed variance which resulted in alterations
25 and conditions to be fulfilled by the Ericksons. After these changes, everyone was satisfied with the end
26 result, except the Plaintiffs. The GLA board approved the variance under section 4.2 of the Master Plan
27
28



1 because it was not materially detrimental to neighboring properties, the unusual topography on lots 90
2 and 91 justified the variance, and because of the road improvements the Ericksons would bring to the
3 community. The Plaintiffs, who live in North Glastonbury approximately four miles from the Erickson
4 property, are the only ones who still object to this variance.

5 **Guest House Assessments**

6
7 10. Section 1.1 of the Master Plan, which was adopted in 2007, currently allows one single-
8 family residence and one guest house per lot. There are exceptions for larger parcels and for homes
9 existing before the adoption of the Master Plan. There are lots with multiple residences on them already.
10 Each of those residences adds a dwelling assessment to the yearly assessment. The term "guest house"
11 caused some confusion about whether a guest house was a "dwelling unit" and if it should have a
12 separate assessment.
13

14 11. The GLA board determined that guest houses were "dwelling units" because they had living
15 areas, bathroom, cooking facilities, and were designed for occupancy by a single family. In fact, some
16 residents in the GLA reside full-time in guest houses. Other guest houses are rented out long term or as
17 short term vacation rentals.
18

19 12. Assessing guest houses as "dwelling units" ensures that those receiving the benefit of GLA
20 services (snow removal, road maintenance, etc.) are contributing like their neighbors. The board
21 ultimately decided that if a guest house met the definition of "dwelling unit" as defined by the
22 Covenants (living area, bathroom and cooking facilities, designed for occupancy by a single family)
23 then it should be assessed as other lots with multiple residences were assessed so that the assessments
24 were fair. Plaintiffs have objected to these assessments (they are the only ones), and argue that guest
25 houses are not "dwelling units" within the meaning of the Covenants.
26

27 **Election Procedures**

28



1 13. There are usually six vacancies on the GLA board each year, three each from North and
2 South Glastonbury. The board is elected from qualifying candidates from North and South Glastonbury
3 on separate ballots for North and South Glastonbury. Only membership interests in North Glastonbury
4 can vote for the board positions from North Glastonbury and vice versa for South Glastonbury.

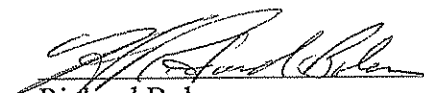
5 14. Since its inception, the GLA has sent out separate ballots to each membership interest for
6 North and South Glastonbury. The ballots list all candidates for the three vacancies and instruct the
7 membership interest to vote for three separate candidates to fill the three separate vacancies. Each
8 membership interest is voting one time per vacancy. The three candidates with the most votes win a seat
9 on the board.
10

11 15. Plaintiffs have not objected to these voting procedures until 2012. Further, the Plaintiffs have
12 run for election, and Daniel O'Connell was elected to the GLA board in 2009 under these election
13 procedures. The GLA members removed him from the board in a special meeting on August 17, 2011.
14 Since Daniel O'Connell was removed from the board, both Plaintiffs have run for the GLA board in
15 2011 and 2012 and have been defeated both times. Only after Daniel O'Connell's removal from the
16 board and the subsequent defeats, have the O'Connells objected to these procedures.
17
18

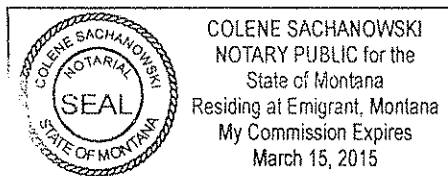
19 Further, affiant sayeth naught.


20 DATED this 7th day of February, 2013.

21
22 *State of Montana*
County of Park


Richard Bolen

23 SUBSCRIBED AND SWORN to me by Richard Bolen on this 7th day of February, 2013.




Notary Public for the State of Montana
Printed or Typed Name of Notary
Residing at: _____
My commission expires: _____

6

EXHIBIT B

1 Michael P. Heringer
2 Seth M. Cunningham
3 BROWN LAW FIRM, P.C.
4 315 North 24th Street
5 P.O. Drawer 849
6 Billings, MT 59103-0849
7 Tel (406) 248-2611
8 Fax (406) 248-3128
9 *Attorneys for Respondents*
10 *Glastonbury Landowners*
11 *Association, Inc.*

7 **MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY**

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Cause No.: DV-2012-220
DV-2012-164
Judge Brenda R. Gilbert

AFFIDAVIT OF ALYSSA ALLEN

15 STATE OF MONTANA)

16 :SS

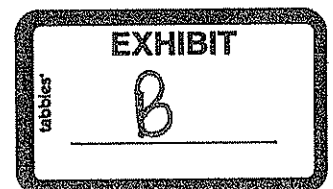
17 County of Park)

18 Alyssa Allen, being first duly sworn on her oath deposes and states:

19 1. I am the Vice President of the Glastonbury Landowners Association, Inc. (GLA). I have
20 owned property in South Glastonbury for 10 years. I have served on the board of directors of the GLA
21 for 8 years, and I have served as Vice President for 2 months.

22 2. The GLA is a nonprofit corporation formed for the mutual benefit of landowners within two
23 developments self-named North and South Glastonbury near Emigrant, Montana in Park County,
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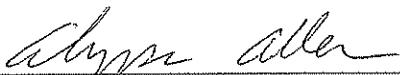
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4 on separate ballots for North and South Glastonbury. Only membership interests in North Glastonbury
5 can vote for the board positions from North Glastonbury and vice versa for South Glastonbury.

6 14. Since its inception, the GLA has sent out separate ballots to each membership interest for
7 North and South Glastonbury. The ballots list all candidates for the three vacancies and instruct the
8 membership interest to vote for three separate candidates to fill the three separate vacancies. Each
9 membership interest is voting one time per vacancy. The three candidates with the most votes win a seat
10 on the board.
11

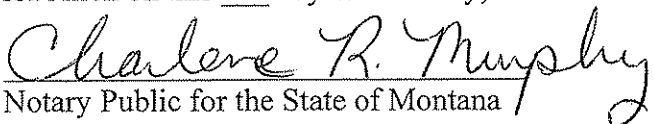
12 15. Plaintiffs have not objected to these voting procedures until 2012. Further, the Plaintiffs have
13 run for election, and Daniel O'Connell was elected to the GLA board in 2009 under these election
14 procedures. The GLA members removed him from the board in a special meeting on August 17, 2011.
15 Since Daniel O'Connell was removed from the board, both Plaintiffs have run for the GLA board in
16 2011 and 2012, and have been defeated both times. Only after Daniel O'Connell's removal from the
17 board and the subsequent defeats, have the O'Connells objected to these procedures.
18
19

20 Further, affiant sayeth naught.

21 DATED this 7 day of February, 2013.

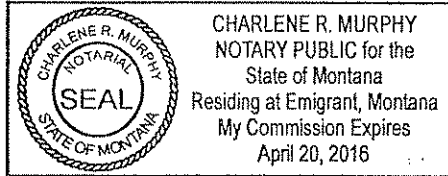
22
23
24 
Alyssa Allen

25 SUBSCRIBED AND SWORN to me by Alyssa Allen on this 7 day of February, 2013.

26
27 
Notary Public for the State of Montana

1 State of Montana
2 County of Park
3
4

Charlene R. Murphy
Printed or Typed Name of Notary
Residing at: Emigrant MT 59027
My commission expires: April 20, 2016



Supp. Affidavit of Richard Bolen

1 Michael P. Heringer
2 Seth M. Cunningham
3 BROWN LAW FIRM, P.C.
4 315 North 24th Street
5 P.O. Drawer 849
6 Billings, MT 59103-0849
7 Tel (406) 248-2611
8 Fax (406) 248-3128
9 Attorneys for Defendants
10 Glastonbury Landowners
11 Association, Inc.

7 MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

8 DANIEL and VALERY O'CONNELL (for and
9 on behalf of GLA landowners),

Cause No.: DV-2012-220
Judge Brenda R. Gilbert

10 Plaintiffs,

SUPPLEMENTAL
AFFIDAVIT OF RICHARD BOLEN

11 v.

12 GLASTONBURY LANDOWNERS
13 ASSOCIATION, INC. Board of Directors,

14 Defendants.

15
16 STATE OF MONTANA)
17) ss
18 County of Park)

19 Richard Bolen, being first duly sworn on his oath, deposes and states:

20 1. As President and board member of the GLA, I am familiar with documents related to its
21 business dealings. Attached hereto as Exhibits are true and accurate copies of documents kept in GLA's
22 normal course of business. The documents include:

- 23 ● Exhibit C; Articles of Incorporation of Glastonbury Landowners Association, Inc.
- 24 ● Exhibit D; By-Laws of Glastonbury Landowners Association, Inc.
- 25 ● Exhibit E; Restated Declarations of Covenants for the Community of Glastonbury
- 26 ● Exhibit F-1; map of the Emigrant area with North and South Glastonbury outline
- 27

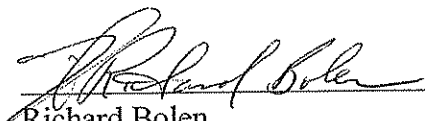
28 roughly drawn in



- 1 ● Exhibits F-2 and F-3; Zoomed-in maps of North and South Glastonbury respectively,
- 2 which shows individual lots
- 3 ● Exhibit F-4; scale map of North Glastonbury lots
- 4 ● Exhibit F-5; scale map of South Glastonbury lots
- 5 ● Exhibit G; Glastonbury Land Use Master Plan, February 7, 2007
- 6 ● Exhibit H; Minnick Management, Inc. Home Owners Association Management
- 7 Agreement dated December 1, 2012
- 8 ● Exhibit I; Glastonbury Landowners Association Project Review Application Cover Sheet
- 9 for variance requested by Pete and Cyrese Erickson
- 10 ● Exhibit J; GLA Election Ballots 1997-2012

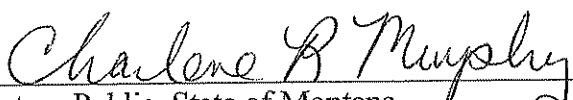
11 Further affiant sayeth not.

12 DATED this 8th day of February, 2013.

15 
 16 Richard Bolen

17 SUBSCRIBED AND SWORN to before me by Richard Bolen this 8 day of February, 2013.

19 *State of Montana*
 20 *County of Park*

21 
 22 Notary Public, State of Montana
 23 Charlene R. Murphy
 24 (Printed Name)
 25 Residing at: Emigrant MT 59027
 26 My commission expires: April 20, 2016

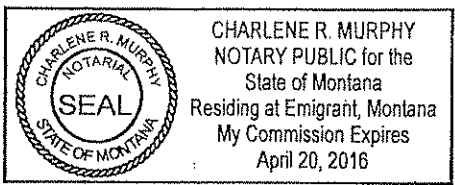


EXHIBIT C

347422

STATE OF MONTANA

FILED
MAY 12 1997

ARTICLES OF INCORPORATION

OF

GLASTONBURY LANDOWNERS ASSOCIATION, INC. SECRETARY OF STATE

For the purpose of forming a nonprofit corporation and pursuant to the provisions of the Montana Nonprofit Corporation Act, M.C.A., Section 35-2-113, *et seq.*, the undersigned has made, signed and acknowledged the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be GLASTONBURY LANDOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

The address of the corporation is 123 Arcturus Drive, Emigrant, Montana 59027, and the mailing address is Post Office Box 312, Emigrant, Montana 59027.

ARTICLE II

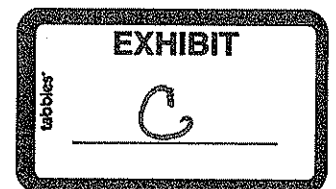
DURATION

The period of duration of the Corporation shall be perpetual.

ARTICLE III

PURPOSE

This association is a mutual benefit nonprofit corporation, pursuant to the Montana Nonprofit Corporation Act, which disavows any intent to exert political influence or engage in lobbying and which does not contemplate pecuniary gain or profit to the members hereof. No part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member hereof or to the benefit of any private person(s).



ARTICLE IV

POWERS

In furtherance of its purpose, but not otherwise, the Corporation shall have the power to have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Montana by law may now or hereafter have or exercise, including, but not limited to, the following:

A. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

B. To pay all expenses incurred in connection with the conduct of the business of the Association, including all office and other expenses, licenses, taxes or other governmental charges levied or imposed against the property of the Association;

C. To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose or power of the Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private;

D. To adopt, alter, amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation; and

E. To have and exercise such further purposes and powers, or to be limited in the exercise of its powers, as may be further provided from time to time in such Bylaws.

ARTICLE V

MEMBERSHIP

Members of the Association shall be certain owners of property in the Community of Glastonbury located in Park County, Montana, as more fully described or restricted in the Bylaws.

ARTICLE VI

INCORPORATOR

The name and address of the Incorporator of this Corporation is Church Universal and Triumphant, Inc., 558 Old Yellowstone Trail South, Gardiner, Montana 59030.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

The Corporation's initial registered office shall be at 910 Technology Boulevard South, Suite A, Bozeman, Montana 59718. The name of the Corporation's initial registered agent at such address shall be John T. Glover, Jr., Esq.

ARTICLE VIII

LIMITATION OF LIABILITY

Members of the Board of Directors of the Corporation shall not be liable to the Corporation or to members of the Corporation for monetary damages for breach of a director's duties to the Corporation and its members, provided that this provision does not eliminate or limit the liability of a director:

1. For a breach of the director's duty of loyalty to the Corporation or its members;
2. For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
3. For a transaction from which a director derived an improper personal economic benefit; or
4. Pursuant to M.C.A. Sections 35-2-418, 35-2-435, or 35-2-436.

ARTICLE IX

DISSOLUTION

Upon the dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation.

ARTICLE X

AMENDMENTS

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the Bylaws; provided, however, that no such amendment shall be contrary to or inconsistent with any provisions of the Montana Nonprofit Corporation Act.

IN WITNESS WHEREOF, for the purposes of forming this nonprofit Corporation under the laws of the State of Montana, the undersigned, constituting the Incorporator of this Association, has executed duplicate originals this 28 day of April, 1997 at 10:30 A.M.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.

By: 
Edward L. Francis, Executive Vice President

STATE OF MONTANA)
) ss.
COUNTY OF PARK)

I hereby certify that on this 28th day of April, 1997, personally appeared before me EDWARD L. FRANCIS, Incorporator of this Association, being first duly sworn, and declared that he is the person who signed the foregoing instrument and that the statements contained therein are true.

WITNESS MY HAND AND OFFICIAL SEAL.

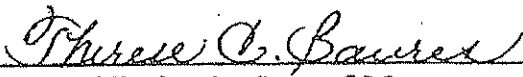

Notary Public for the State of Montana
Residing at: Corwin Springs, MT
My commission expires: 2-1-99

EXHIBIT D

BYLAWS
OF
GLASTONBURY LANDOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

A. **Name.** The name of the Corporation is GLASTONBURY LANDOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

B. **Principal Office.** The principal office of the Association in the State of Montana is located at 123 Arcturus Drive, Emigrant, Montana 59027 and the mailing address is Post Office Box 312, Emigrant, Montana 59027. The Association may have such other offices, within or without the State of Montana, as its Board of Directors may designate or as the Association's business may require.

C. **Registered Office and Registered Agent.** The address of the initial registered office and the name of the initial registered agent required by the laws of the State of Montana shall be as set forth in the Articles of Incorporation. The registered agent and the address of the registered office may be changed from time to time by the Board of Directors.

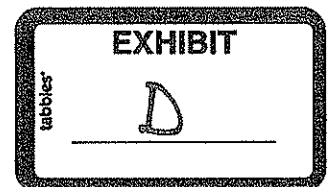
ARTICLE II

OBJECTS

A. **Landowners Association.** These Bylaws are adopted in order to establish a landowners association (or community association) pursuant to the Declaration of Covenants for the Community of Glastonbury, recorded in the Office of the Park County Clerk and Recorder on December 16, 1982 in Roll 41, pages 1042-1078, as Document No. 173158, together with all additions and amendments thereto (hereinafter referred to as the "Covenants"), and pursuant to the nonprofit corporation statutes of the State of Montana.

B. **Purposes.** The purposes of the corporation are as set forth in the Articles of Incorporation, and more specifically as follows:

To provide for the management, administration, maintenance, preservation and control of the parcels, roads and common properties within the real estate development commonly known as the "Community of Glastonbury" in Park County, Montana, including that property which is subject to and burdened by the Covenants (hereinafter referred to as the "Property"), and to promote the health, safety and welfare of the landowners and residents within the above-described Property.



C. **Incorporation of Covenants.** The Covenants described above are incorporated herein by reference. The Association shall also have such purposes, and shall be limited in the carrying out of its purposes, as may be provided in the said Covenants from time to time.

ARTICLE III

POWERS

In furtherance of its purposes and objects, but not otherwise, the Corporation shall have and exercise such powers as are enumerated in the Articles of Incorporation and any additional powers as may be set forth in these Bylaws. The Corporation shall be limited in the exercise of its powers as may be provided in the Covenants from time to time.

ARTICLE IV

MEMBERS

A. **Members.** The Members of the Association and those Members who may be considered to be in good standing shall be as defined in the Covenants from time to time.

B. **Membership and Membership Interest Run With the Land.** The rights, privileges, duties and responsibilities of membership in the Association (referred to herein as a "Membership Interest") shall be as defined herein and in the Covenants and shall run with title to the Property and any qualifying portions thereof. Each Membership Interest shall be entitled to one (1) vote as defined in the Covenants. One Member of the Association may hold and exercise the entitlements of multiple Membership Interests. An owner of an undivided interest not qualifying as a unit of property constituting a separate and distinct Membership Interest (i.e., a joint tenancy interest, or a tenancy-in-common interest created after May 1, 1997) shall hold and exercise the entitlements of a single Membership Interest jointly with the other owners of the undivided interest, or individually on a fractional basis in proportion to his or her ownership interest.

C. **Non-Liability of Members.** The Members shall not be individually or collectively liable for the actions, debts, liabilities or other obligations of the Association.

ARTICLE V

MEETINGS OF MEMBERS

A. **Place of Meeting.** Meetings of the Members shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the Members as designated by the Board of Directors.

B. **Annual Meetings.** The first Annual Meeting of the Members of the Association shall be held within one year of the date of incorporation of the Association, such date to be set by the initial Board of Directors. Thereafter, the Annual Meeting of the Association shall be held on the same day of each succeeding year or, if a legal holiday, on the next business day following, or at a date specified by resolution of the Board of Directors. At such meeting there shall be elected, by the ballot of the Members, a Board of Directors in accordance with the requirements of Article V, paragraph F, and Article VI, paragraph D, of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

C. **Special Meeting.** It shall be the duty of the President to call a Special Meeting of the Members as directed by resolution of the Board of Directors. Special Meetings may be called at any time upon the initiative of the Board of Directors. A Special Meeting must be called when a petition signed by five percent (5%) of the Membership Interests outstanding and eligible to vote at the time has been presented to any member of the Board of Directors. Notice of a Special Meeting shall be given as soon as practicable and not more than thirty (30) days after receipt of said petition. Notice of any such Special Meeting shall state the hour, date, and place of the meeting and shall further precisely state the reason of such meeting, and said Special Meeting held shall be strictly confined to the matters set forth in the notice.

D. **Notice of Meetings.** The Secretary shall by U. S. mail, postage prepaid, personal delivery or facsimile transmission ("fax") give a notice for each Annual Meeting or Special Meeting of the Members at least thirty (30) days, but not more than sixty (60) days prior to such meeting. The notice shall state the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed or faxed to each Member at his address or fax number of record with the Association or at such other address or fax number as the Member shall have designated by notice in writing to the Secretary. Notices of Annual Meetings shall include a ballot for electing the Board of Directors and a proxy form. The mailing of notice of a meeting in the manner herein shall be considered service of notice.

E. **Quorum.** Except as otherwise provided herein, the presence in person or by proxy of Members having twenty-five percent (25%) of the total authorized votes of all Members of record of the Association shall constitute a quorum at all meetings of the Members. Meetings of the Association or action taken by written mail ballot shall be proper only if a quorum of the Members is established either in person or by written mail ballot or any combination of the foregoing.

F. **Voting.** Each Member in good standing as defined in the Covenants, or any person designated by them to act as proxy on their behalf (who need not be a Member), shall be entitled to cast the vote(s) appurtenant to the Member's Membership Interest(s) at all meetings of the Members. 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;

2. A Member may hold more than one Membership Interest and shall have a separate vote for each such interest;

3. A Member holding an undivided interest not qualifying as a unit of property constituting a separate and distinct Membership Interest (i.e. a joint-tenancy interest, a tenancy-in-common interest created after May 1, 1997) shall have a fractional vote in proportion to his or her ownership interest or may combine their fractional vote with all of the other owners of the undivided interest to have one vote collectively; and

4. If the total number of qualifying votes equals or exceeds fifty-one percent (51%) of the total Membership Interests of the Members in good standing who cast votes at the meeting, the vote shall be effective and shall have passed.

G. Designation of Proxy. If a Membership Interest is held by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, a proxy must be executed and filed with the Association appointing and authorizing one person to attend any or all Annual and Special Meetings of the Members of the Association and thereat to cast the entire vote pertaining to that Membership Interest. If a Membership Interest is held by joint tenants, either joint tenant may attend Annual or Special Meetings of the Members of the Association and cast the entire vote pertaining to that Membership Interest, or each joint tenant may attend and cast a fractional vote. Any Member may designate any person to vote as proxy on his or her behalf. To be valid, a proxy must be in writing, dated, executed by the Member of record or legal representative of such Member and filed with the Secretary before or at the appointed time for a meeting. Such proxy shall be effective and remain in force until voluntarily revoked, amended or terminated by operation of law, until the expiration of one year after its execution or until the date of the next Annual Meeting after the proxy was used at the previous Annual Meeting. The Association shall continue to recognize a proxy which has not expired until it receives notice of such revocation, amendment or termination.

H. Order of Business. The order of business of all meetings of the Members shall include, as far as practicable, the following:

1. Roll call and certification of proxies and verification of quorum;
2. Proof of notice of meeting and collection of waivers of notice;
3. Reading of Minutes of preceding meeting;
4. Reports of directors and officers;
5. Reports of committees;
6. Election of directors, if necessary;
7. Unfinished business;
8. New business;
9. Forum for Members' questions/comments; and
10. Adjournment.

ARTICLE VI

BOARD OF DIRECTORS

A. **Number and Qualifications.** The affairs of the Association shall be governed by a Board of Directors. The Initial Directors shall be those Members of the Association appointed by the Incorporator identified in the Articles of Incorporation. Thereafter, the Board shall have an even number of positions available to be filled at election. Initially, this number shall be twelve (12). The actual number of Directors shall be those who have been nominated and elected to office from time to time as provided herein; however, the number of Directors shall not be reduced to fewer than four (4), nor increased to more than twelve (12). Of the twelve positions available on the Board of Directors, up to six positions shall be elected from Glastonbury North and up to six positions shall be elected from Glastonbury South, respectively, on separate ballots from among two separate groups of qualifying candidates.

B. **General Powers and Duties.** The business and affairs of the Association shall be managed by the Board of Directors. Such Directors shall in all cases act as a Board which shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things as are not by law or by the Covenants, Bylaws or Articles of Incorporation directed to be exercised and done by the Members. The Board shall be regularly convened and shall act by majority vote of those members present at a meeting, unless provided otherwise herein or in the Articles of Incorporation. Such powers and duties of the Board shall include, but not be limited to, the following:

1. Conduct, manage and control the affairs and business of the Association;
2. Make capital expenditures, enter into contracts and agreements, and provide the services and functions as are necessary to operate and maintain the Property and carry out the business of the Association, provided, however, that the following capital expenditures, contracts and agreements shall be approved by the Members as provided in Article V, paragraph F, of these Bylaws:
 - a. Individual contracts and agreements with a term in excess of five (5) years;
 - b. The sum of all capital expenditures in any given fiscal year totaling more than thirty percent (30%) of the Associations' average annual operating budget for the preceding three (3) years; and
 - c. Mortgaging, encumbering or otherwise disposing of any real property of the Association;
3. Fix, levy, collect and enforce the payment of common charges and assessments to Members required to carry out the duties and obligations of the Association, including, without limitation, the operation and maintenance of the community common property and roads;
4. Issue quarterly statements of account on the assessments and take necessary and appropriate action to collect assessments from Members and

common charges from the Members, including the filing of liens and prosecuting foreclosures as provided in the Covenants or by law;

5. Obtain necessary insurance for the Association, the Association's property, the Board, officers and employees of the Association and provide for the use and disposition of the insurance proceeds in the event of loss or damage;

6. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, supervise and prescribe the duties and fix compensation, if any, as necessary, of all officers, agents, employees, or committee members of the Association;

7. Register the addresses and phone numbers of the Members with the Secretary of the Association, and notices of meetings mailed or faxed to them at such addresses shall be valid notice thereof;

8. Have the right to delegate such powers as may be necessary to carry out the function of the Board to committees as the Board of Directors designates from time to time by resolution as provided in these Bylaws;

9. Enforce obligations of the Members to the Association as provided in the Covenants;

10. Adopt Rules and Regulations from time to time for the conduct of the affairs of the Association and the enjoyment of the Members, provided that no Rule or Regulation so adopted shall be in conflict with Montana law, the Covenants, the Articles of Incorporation or these Bylaws, and provided further that no Rule or Regulation shall be so construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any of the property if such Rule or Regulation is promulgated after the recordation of said mortgage or deed of trust;

11. Establish reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of community property;

12. Pay the expenses of the Association, including all taxes or assessments;

13. Keep records in a good and businesslike manner of all assessments made, all expenditures and the status of each Member's accounts, and make such records accessible at reasonable times to all Members;

14. 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;

15. Negotiate and enter into agreements with public agencies, officers, boards, commissions, departments and bureaus of federal, state and local governments to carry out the above powers, duties and responsibilities; and

16. Adopt Rules from time to time for the conduct of any meeting, election or vote in a manner that is not inconsistent with any provisions of the Covenants, Articles of Incorporation or these Bylaws.

C. **Nomination of Directors.** Prior to each Annual Meeting, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every Member in good standing who has a bona fide interest in serving as a Director may file as a candidate for any position to be filled by votes of the Membership Interests. The closing date shall allow time for the ballots to be mailed with the notice of the Annual Meeting to the Members. The Board shall also establish such other Rules as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee shall consist of two Members of the Board, one of whom shall be chairman, and three or more Members in good standing. The Nominating Committee shall be appointed by the Board to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. Nominations shall also be permitted from the floor at the Annual Meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

D. **Election and Term of Office.** At the first Annual Meeting, the Board of Directors shall be elected by the Members. The three nominees from Glastonbury North and the three nominees from Glastonbury South, respectively, receiving the most votes shall be elected for terms of two years each and the remaining nominees receiving the least votes from their respective areas shall be elected for terms of one year each. Thereafter, at each subsequent Annual Meeting, Directors shall be elected for terms of two years to fill any open positions. The members of the Board shall hold office until their respective successors have been elected by the Members and duly qualify. The initial Directors appointed by the Incorporator shall act until the first election of Directors has been held at the first Annual Meeting. Only Membership Interests arising from ownership in Glastonbury North may vote for Directors representing Glastonbury North and only Membership Interests arising from ownership in Glastonbury South may vote for Directors representing Glastonbury South. Glastonbury North and South shall be as defined in the Covenants.

E. **Vacancies.** Vacancies in the Board of Directors between Annual Meetings, caused by any reason, shall be filled by a vote of a majority of the remaining members of the Board at a Special Meeting of the Board held for that purpose, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose term he is filling and until his successor shall be elected and shall qualify.

F. **Directors' Meetings.** All business of the Board other than confidential matters (in the discretion of the Board) shall be conducted in an open meeting. Meetings of the Board may be called at any time by the President or a quorum of Directors and may be held at any time and place upon the giving of reasonable notice. Any or all Directors may participate in a meeting by or conduct the meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other

during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

G. **Notice.** Notice of meetings shall be mailed, delivered personally or faxed by the Secretary, or other person designated by the President, to each Director to be received not less than three (3) days before any such meeting. Notice of a Special Meeting shall state the purpose thereof, place, date and time. If sent by mail, the notice shall be deemed to be delivered on its deposit in the U. S. mail. If notice is sent by fax, it is deemed delivered when the fax transmission is complete to the fax number last given in writing to the Secretary by the Director. The notice may be waived by any Director by signing a written waiver to be filed with the Minutes of the meeting. If all of the Directors attend a meeting or if all of the Directors sign a written waiver, the requirement of notice shall be deemed thereby waived, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting has not been lawfully called or convened.

H. **Quorum.** A quorum of the Directors at any meeting shall consist of a majority of the Directors in office immediately before the beginning of a meeting and may never be fewer than three (3). The act of a majority of such a quorum of the Directors present shall be the act of the Board of Directors. In the absence of a quorum, the majority of the Directors present may adjourn any meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given. The Directors shall act only as a Board and the individual Directors shall have no authority as such. The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting as long as no fewer than the greater of one-third of the entire Board or three (3) of the Directors are present.

I. **Committees.** The Board of Directors may from time to time appoint such committees from among the Board of Directors, the Members of the Association, or others as it may, in its discretion, determine is appropriate to assist in the conduct of the affairs of the Association. Only Committees of Directors constituted pursuant to the Montana Nonprofit Corporation Act may exercise the authority or powers of the Board of Directors and they may do so only to the extent authorized by the Board. Such Committees of Directors are formed by the Board appointing members to serve on them. Each Committee of Directors must have at least two (2) members who are Directors and who serve at the pleasure of the Board. The creation of a Committee of Directors and the appointment of members to it must be approved by the greater of a majority of all the Directors in office when the action is taken or by any specified number or majority of Directors when required by the Articles of Incorporation or Bylaws.

The Board may also appoint any advisory committees it wishes, which committees need not include any Directors.

The provisions herein which govern meetings, actions at meetings, notice, waiver of notice, quorum and voting requirements of the Board also apply to Committees of Directors and their members.

A Committee of Directors may not authorize distributions; approve or recommend to members dissolution, merger, or the sale, pledge or transfer of all or substantially all of the corporation's assets; elect, appoint or remove Directors or fill vacancies on the Board or on any of its committees; or adopt, amend or repeal the Articles of Incorporation or Bylaws.

All committees shall keep Minutes reflecting the committee members attending and the actions taken.

Committees which the Board may form include, but are not limited to, the following:

1. Financial Committee, initially chaired by the Treasurer, to do financial planning, budgeting, collecting of assessments and such projects as may be given to that committee;
2. Project Review Committee, initially composed of the Board of Directors, to oversee the development of the Community's Master Plan and the Rules regarding architecture and land use;
3. Architecture Subcommittee, serving under the Project Review Committee, which may include qualified individuals such as builders, architects, civil engineers, land planners, etc., to oversee proposed site plans and building plans that must be submitted by Landowners to the Association for recommendations, review and approval in accordance with the Covenants. In case the Project Review Committee is phased out upon completion of the Master Plan, the Architecture Subcommittee shall become the Project Review Committee directly under the Board of Directors;
4. Legal Committee, to suggest Rules for the Community and to attend to legal matters and Community elections;
5. Community Preparedness Committee, to serve as liaison with the Sheriff's department, paramedics and fire department, to formulate emergency and disaster plans, and to coordinate shelter development and interaction;
6. Communications Committee, to oversee public relations and intra-community communications and county relationships;
7. Community Property Committee, to oversee the maintenance and upkeep of community property;
8. Community Life Committee, to serve as liaison with community schools, recreational and social events, groups and in general to foster community spirit; and
9. Economic Development Committee, to foster a climate of economic growth and business expansion.

J. **Action by Written Consent.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board are contacted and a two-thirds majority of the Board members shall individually or collectively consent in

writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a majority vote of the Directors. Any certificates or any other document filed by the officers under any provision of law which relates to action so taken shall state that the action was taken by two-thirds majority written consent of the Board without a meeting and that the Articles of Incorporation and Bylaws of this Association authorize the Directors to so act, and such statement shall be *prima facie* evidence of such authority.

K. Compensation. Directors shall not be compensated for attending meetings and for serving as Directors. By resolution of the Board, the Directors may be reimbursed for actual expenses incurred in attending a meeting. The Directors may not be paid either a fixed sum for attendance at meetings nor a stated salary. Nothing herein contained shall be construed to preclude any Director from rendering service to the Association in any other capacity and receiving reasonable compensation therefor. Compensation to be paid to any member of the Board of Directors for such services rendered must be approved by the Board of Directors.

L. Removal of Directors. Removal of Directors shall be pursuant to the Montana Nonprofit Corporation Act and the following:

1. The Members may remove one or more Directors elected by them without cause at an Annual or Special Meeting.

2. Except as provided in Subparagraph 6 below, a Director may be removed only if the number of votes cast to remove the Director would be sufficient to elect the Director at a meeting of Members.

3. A Director elected by Members may be removed by the Members only at a meeting called for the purpose of removing the Director. The meeting notice must state that the purpose or one of the purposes of the meeting is removal of the Director.

4. The entire Board of Directors may be removed under Subparagraphs 1 through 3 above.

5. A Director elected by the Board may be removed without cause by the vote of two-thirds of the Directors then in office.

6. The Board may remove a Director for failing to attend four consecutive duly noticed Annual or Special Meetings. The Director may be removed only if a two-thirds majority of the Directors then in office vote for the removal.

7. A successor may, then or thereafter, be elected to fill any vacancy created by such a removal in the manner provided herein. Any Director whose removal has been proposed by the Members or by the Board of Directors shall be given reasonable notice and an opportunity to be heard at the meeting where the removal is to be considered.

M. Voting. At all meetings of the Board of Directors, each Director is to have one vote.

N. **Non-Liability of Directors.** The Directors shall not be personally or collectively liable for the debts, liabilities or other obligations of the Association.

O. **Authority to Indemnify.** The Association shall indemnify, to the full extent permitted by the Montana Nonprofit Corporation Act, any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association or in which such person is adjudged liable for receiving improper personal benefit) by reason of the fact that he is or was a Director, officer, fiduciary, agent or Member of the Association.

P. **Meeting Agenda.** The order of business at any regular or Special Meeting of the Board of Directors shall include:

1. Reading and disposition of any unapproved Minutes;
2. Reports of officers and committees;
3. Ombudsman report(s);
4. Unfinished business;
5. New business;
6. Open floor comment period; and
7. Adjournment.

ARTICLE VII

OFFICERS

A. **Number.** The officers of the Association shall be: President, Vice President, Secretary and Treasurer, and such other or subordinated officers as the Board of Directors may from time to time elect. Each officer shall be elected for one year and hold office until his successor is elected and qualified. One person may hold one or more offices provided that their duties are not incompatible, except the President, who shall not hold any other office. All officers except the Secretary must be members of the Board of Directors.

B. **Election.** The officers of the Association shall be chosen by the Board of Directors and elected annually at the first meeting of the Board of Directors following each Annual Meeting of the Members, except as hereinafter otherwise provided for the filling of vacancies. Each officer shall hold his office until his successor has been chosen, until he resigns or is removed in the manner herein provided.

C. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors at any time, with or without cause, whenever in its judgment the best interest of the Association would be served thereby, by the affirmative vote of a majority of the entire Board.

D. **Vacancies.** All vacancies in any office shall be filled by the Board of Directors without undue delay at any regular meeting or at a meeting specially called for that purpose.

E. **President.** The President shall preside at all meetings of the Board of Directors and Members. The President shall sign all certificates, notes, negotiable instruments, deeds, contracts, mortgages, agreements and other instruments of the Association as authorized by the Board of Directors.

F. **Vice President.** The Vice President shall preside in the absence or inability of the President and shall perform in the absence of the President all of the duties and functions of the President or such other duties or functions as may be given to the Vice President by the Board of Directors from time to time.

G. **Secretary.** The Secretary shall issue notices of all meetings of the Board of Directors and Members, shall keep Minutes of the meetings, shall have charge of the seal and the corporate minutes book, shall sign, with the President, such instruments as require such signature and shall make reports and perform such other duties as are incident to his office or are properly required of him by the Board or President.

H. **Treasurer.** The Treasurer shall be the chief financial officer of the Association and have the custody of all the monies and securities of the Association and deposit the same in the name of the Association in such bank or other depository as the Board of Directors may designate and shall keep regular books of account and balance the same each month. The Treasurer shall render to the President and the Board of Directors, whenever requested, an account of transactions and of the financial condition of the Association. The President and/or the Treasurer shall sign or countersign such instruments as require their signatures. The Treasurer shall perform all duties incident to his office or that are properly required of him by the Board.

I. **Non-Liability of Officers.** The officers shall not be personally or collectively liable for the debts, liabilities or other obligations of the Association.

ARTICLE VIII

CONTRACTS, FINANCE AND COMMON EXPENSES

A. **Contracts.** The Board of Directors may authorize any officer(s) and agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances, except as limited in Article VI, paragraph B.2. of these Bylaws. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Association by any contract, engagement, promissory note, bond, debenture, deed of trust, mortgage, or to pledge its credit or render it liable monetarily or in any manner for any purpose or in any amount.

B. **Deposits.** The monies of the Association shall be deposited in the name of the Association in such banks, trusts or other depositories as the Board of Directors deems advisable and shall so designate.

C. **Loans.** No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. This authority may be general or confined to specific instances.

D. **Payment of Money.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the Association's name shall be signed by the President, Treasurer and/or other officer(s) or agent(s) of the Association in such manner as shall from time to time be authorized by resolution of the Board of Directors.

E. **Common Expenses.** Common expenses, in general, shall include expenses of administration and management and expenses for maintenance, repair or replacement of community property. They include, but are not limited to:

1. Management and employees' salaries, service contracts;
2. Casualty and liability insurance;
3. Charges for landscaping, snow removal, and maintenance of walks, roads and parking areas;
4. Audit fees, attorney's fees, and other administration costs;
5. Real estate taxes on community property, common land and any parcels owned by the Association.

F. **Budget.** Notice of Annual Meetings of Members shall be accompanied by the estimated budget of capital and operating expenses for the forthcoming fiscal year prepared by or on behalf of the Board of Directors. The Board may not increase the annual operating expense budget by more than twenty percent (20%) over the preceding year without the approval of the Members. The Board shall cause a copy of a statement to simultaneously be prepared showing receipts and expenditures for the preceding fiscal year. This statement shall be mailed to each Member within thirty (30) days after the end of the fiscal year and presented at the Annual Meeting.

G. **Fiscal Year.** The fiscal year of this Association shall begin on the first day of January and end on the last day of December of each year, at which time the business shall, for that fiscal year, terminate and a report thereof be made to the Board of Directors.

H. **Auditing.** At the closing of each fiscal year, if deemed necessary by the Board of Directors, the books and records of the Association may be audited by a certified public accountant or other qualified person, whose report will be prepared and certified. In any event, the Association will furnish the Members with a statement of the receipts and expenditures of the Association for each fiscal year.

I. **Inspection of Books.** The financial reports and Membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any Member.

J. Fidelity Bonds. The Board of Directors may require that any or all officers and employees of the Association who handle or are responsible for the Association's funds furnish adequate fidelity bonds. The premiums for such bonds shall be paid by the Association.

ARTICLE IX

ASSESSMENTS

A. Assessments. The Association, acting through the Board of Directors, shall have the power to fix, levy, collect and enforce the payment of common charges and assessments to Members as provided herein and in the Covenants.

ARTICLE X

OMBUDSMAN

A. Number and Qualification. There shall be an office of Ombudsman, one for Glastonbury South and one for Glastonbury North, to be filled by the Members at any Annual or Special Meeting of the Members.

B. General Responsibilities. The Ombudsman's role is to communicate with the Members and residents in Glastonbury North and Glastonbury South, respectively, and to convey the concerns of the residents and Members, not otherwise addressed by the Board of Directors, to the Board. They may attend the Board meetings and convey such concerns at the appropriate time on the agenda. The Ombudsman's role is advisory in nature and they shall otherwise have no official powers or authority.

C. Nomination of Ombudsman. Concurrent with the opening date and the closing date of the filing period for election to the Board of Director any Member in good standing may file as a candidate for the Ombudsman position. Candidates for the Ombudsman position in Glastonbury North must reside in Glastonbury North and candidates for the Ombudsman position in Glastonbury South must reside Glastonbury South at the time of their election. Ballots for the office of Ombudsman shall be mailed with the ballots for Board of Directors and the notice of the Annual Meeting to the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

D. Election and Term of Office. At the first Annual Meeting and at every subsequent Annual Meeting, the Ombudsman shall be elected by the Members of Glastonbury North or Glastonbury South respectively. Each Ombudsman shall be elected for a one-year term and may hold office until his or her respective successor has been elected by the Members and has duly qualified.

E. **Vacancies.** Vacancies in the office of Ombudsman may be filled by the Members at an Annual Meeting or any Special Meeting called for that purpose. If such vacancy occurs within less than four months before the next Annual Meeting, the election may be held at its regularly scheduled time. Any person elected to fill a vacancy shall be an Ombudsman for the remainder of the term of the Member whose term he is filling and until his successor shall be elected and shall qualify.

F. **Removal of Ombudsman.** An Ombudsman may be removed by the Members without cause at any meeting of the Membership by majority vote.

G. **Nonliability of Ombudsman.** An Ombudsman shall not be personally or collectively liable for the debts, liabilities or other obligations of the Association.

ARTICLE XI

ENFORCEMENT POWERS AND PROCEDURES

A. **Rule Making.** The Association, acting through the Board of Directors, may make and enforce Rules and Regulations as provided from time to time in the Covenants or as may be further provided herein, provided they are not inconsistent with any provisions of the Covenants, Articles of Incorporation or these Bylaws.

B. **Enforcement Rights and Sanctions.** The Association, acting through the Board of Directors and Officers, may take such actions and impose such sanctions for violations of the Covenants, Bylaws, Rules and Regulations as may be provided from time to time in the Covenants or as may be further provided herein. The Association shall not be obligated to take action to enforce any provision of the Covenants, Bylaws, Rules or Regulations which the Board reasonably determines is or is likely to be construed as inconsistent with applicable law, or in any case in which the Board reasonably determines may be unenforceable. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or to prevent the Association from enforcing any other such provision.

C. **Due Process.** Prior to making any new Rules or Regulations, or taking any action to enforce any of the Covenants, Bylaws, Rules or Regulations, the Association, acting through the Board of Directors and officers, shall provide reasonable written notice in accordance with Article V, paragraph D, to all of the Members (in the case of rule-making) or to all directly-affected Members (in the case of a proposed enforcement action) and a reasonable opportunity for any such Member to be heard and to give written or oral comment to the Board of Directors or its designee(s). Enforcement actions shall also include a reasonable fact-finding process whereby relevant information related to all sides of the issue will be gathered and evaluated. Any member of the Board of Directors whose personal involvement in the matter at issue might, in the majority opinion of the other Board members, detrimentally affect his or her ability to be impartial, shall abstain from participation or voting in such proceedings.

ARTICLE XII

AMENDMENTS

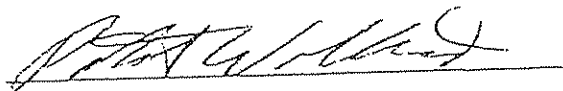
A. **Interpretation and Amendments.** The Board shall have the power to interpret all the provisions of these Bylaws and such interpretation shall be binding on all persons. These Bylaws and the Articles of Incorporation may be amended, repealed or altered, in whole or in part, from time to time whenever at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time attending any Annual or Special Meeting, where such proposed action has been set forth in the call and notice of such meeting, shall have voted in favor of such amendment. Any such amendments may be proposed by the Board of Directors or by a petition signed by at least twenty percent (20%) of the Members. Once made, any such amendments, alterations, changes or new Articles or Bylaws, or the repeal of any provision thereof, shall apply to all Members as fully and to the same extent as if originally included herein or in the Articles of Incorporation.

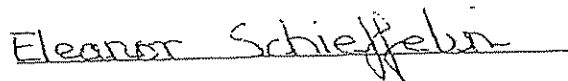
B. **Limitation on Amendments.** No amendment of these Bylaws shall be contrary to or inconsistent with any provision of the Articles of Incorporation, and no amendment of the Articles of Incorporation or these Bylaws shall be contrary to or inconsistent with any provision of the Covenants.

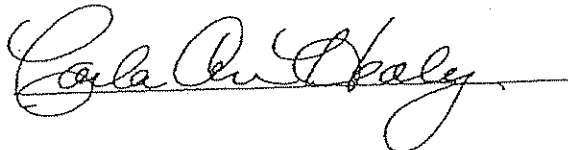
C. **Severability.** A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect and shall be interpreted to give effect to the original intent of the entire document, including said invalid provisions or conditions as fully as legally possible.

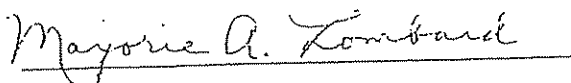
D. **Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Initial Directors and Secretary of the Glastonbury Landowners Association, Inc., a Montana nonprofit corporation, do hereby certify that the foregoing Bylaws of said Association were adopted on the _____ day of June, 1997, and that the same do now constitute the Bylaws of said Association.









Walter G. ... William ...
Jean Murphy Robert ...

ATTEST:

Secretary

FIRST AMENDMENT TO BYLAWS
OF
GLASTONBURY LANDOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made and adopted this 16th day of November, 1998, by the Board of Directors of the Glastonbury Landowners Association, Inc., pursuant to a 51% majority vote of the Association membership in favor of such amendment at the Annual Meeting of Members held November 14, 1998.

WHEREAS, a discrepancy has been called to the Board's attention between the definition of "Membership Interest" and voting procedures in the Declaration of Covenants for the Glastonbury Community and that definition and those procedures in the Bylaws for this Association; and

WHEREAS, Article XII, D, of the Bylaws expressly provides that in such case of conflict, the Covenants shall control; and

WHEREAS, Article XII, A, of the Bylaws provides for amendment to the Bylaws upon motion by the Board and approval of a 51% majority vote of the Members in good standing;

NOW THEREFORE, for the purpose of eliminating the conflict between the Covenants and Bylaws on these issues, the following two-part amendment to the Bylaws has been proposed by the Board, voted approved by the Members, and is hereby adopted:

1. Article IV, B, of the Bylaws is hereby amended to read in its entirety as follows:

"B. Membership and Membership Interest Run With the Land. The rights, privileges, duties and responsibilities of membership in the Association (referred to herein as a "Membership Interest") shall be as defined herein and as in the Covenants and shall run with title to the property and any qualifying portions thereof. Each Membership Interest shall be entitled to one (1) vote as defined in the Covenants.

Each of the following separated 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 vote and to all other rights, privileges, duties and responsibilities as set forth in the Covenants and in these Bylaws:

- a. A parcel (as defined in Section 3.22 of the Covenants);
- b., An undivided tenancy-in-common interest in a parcel existing as of the effective date of the Covenants, whether owned individually or in joint tenancy; and
- c. A condominium unit.

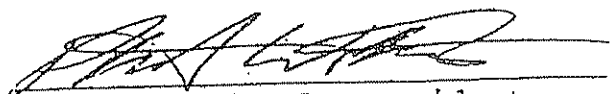
One Member of the Association may hold and exercise the entitlements of multiple Membership Interests."

2. Article V, F, of the Bylaws is hereby amended to read in its entirety as follows:

"F. Voting. Each member in good standing as defined in the Covenants, or any person designated by them to act as proxy on their behalf (who need not be a Member), shall be entitled to cast the vote(s) appurtenant to the Member's Membership Interest(s) at all meetings of the Members. 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;
2. A Member may hold more than one Membership Interest and shall have a separate vote for each such interest;
3. The Association shall be entitled to rely on the acts of one joint owner of a Membership Interest which shall be conclusive as to that Membership Interest and binding upon the other joint owners. In the event the Association is made aware by written notice that the joint owners of a Membership Interest cannot agree as to how the vote of the Membership Interest should be cast, the Association may, in its discretion, grant each joint owner a fractional voting interest in proportion to his or her ownership interest, or may disregard the vote of such Membership Interest entirely;
4. If the total number of qualifying votes equals or exceeds fifty-one percent (51%) of the total Membership Interests of the members in good standing who cast votes at the meeting, the vote shall be effective and shall have passed."

KNOW ALL MEN BY THESE PRESENTS, that the Board of Directors of Glastonbury Landowners Association, Inc. has duly approved the foregoing Amendment to the Bylaws of said Association, and that the same shall be attached to and made a part of such Bylaws, effective as of the date first above written.


Patrick Wolberd, President

ATTEST:

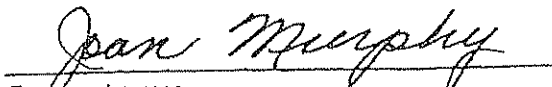
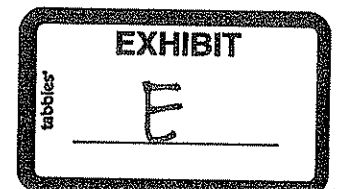

Secretary

EXHIBIT E

Restated
Declaration of Covenants
for the
Community of Glastonbury



RESTATED DECLARATION OF COVENANTS
FOR THE
COMMUNITY OF GLASTONBURY

THIS RESTATED DECLARATION OF COVENANTS FOR THE COMMUNITY OF GLASTONBURY is made effective as of the 26th day of September, 1997, as an amendment to the Declaration of Covenants for the Community of Glastonbury, in its entirety, with the written consent of CHURCH UNIVERSAL AND TRIUMPHANT, INC. (the predecessor "Grantor") and GLASTONBURY LANDOWNERS ASSOCIATION, INC. (the successor "Grantor") and the affirmative written vote and consent of the owners (including the Grantors) of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, with respect to the following facts and circumstances:

WHEREAS, the Declaration of Covenants for the Community of Glastonbury (hereinafter referred to as the "Declaration of Covenants") was originally recorded in the Office of the Park County Clerk and Recorder on December 16, 1982 in Roll 41 at Pages 1042-1078; and

WHEREAS, several amendments to the Declaration of Covenants (hereinafter collectively referred to as the "amendments") were duly made and respectively recorded in the Office of the Park County Clerk and Recorder in Roll 43 at Pages 616-618, Roll 45 at Pages 930-933, and Roll 90 at Pages 1208-1234; and

WHEREAS, several additions to the Declaration of Covenants (hereinafter collectively referred to as the "additions") were duly made and respectively recorded in the Office of the Park County Clerk and Recorder in Roll 45 at Pages 989-993, Roll 62 at Pages 620-624, Roll 66 at Pages 1117-1121, Roll 67 at Pages 27-33, Roll 71 at Pages 69-73, and Roll 71 at Pages 1171-1176; and

WHEREAS, an Assignment of Declaration of Covenants (hereinafter referred to as the "First Assignment") was executed by ROYAL TETON, LTD. and accepted by CHURCH UNIVERSAL AND TRIUMPHANT, INC. on December 30, 1986, which First Assignment assigned, transferred and conveyed all of the rights, interests, title, powers and responsibilities of ROYAL TETON, LTD. as the "Grantor" under the Declaration of Covenants, together with all amendments and additions thereto, to CHURCH UNIVERSAL AND TRIUMPHANT, INC., and was recorded in the Office of the Park County Clerk and Recorder on December 31, 1986 in Roll 59 at Pages 724-727; and

WHEREAS, a second Assignment of Declaration of Covenants (hereinafter referred to as the "Second Assignment") was executed by CHURCH UNIVERSAL AND TRIUMPHANT, INC. and accepted by GLASTONBURY LANDOWNERS ASSOCIATION,

INC. on June 17, 1997, which Second Assignment assigned, transferred and conveyed all of the rights, interests, title, powers and responsibilities of CHURCH UNIVERSAL AND TRIUMPHANT, INC. as the "Grantor" under the Declaration of Covenants, together with all amendments and additions thereto, to GLASTONBURY LANDOWNERS ASSOCIATION, INC., and was recorded in the Office of the Park County Clerk and Recorder on June 26, 1997 in Roll 122 at Pages 534-539; and

WHEREAS, Section 2.05 of the said Declaration of Covenants provides the methods and procedures whereby the covenants may be altered, amended, modified, waived, abandoned or terminated in whole or in part; and

WHEREAS, the owners of the property in the Community of Glastonbury have agreed that it would be in the best interests of all parties to create and empower a new self-governing structure through a community landowners association and to make comprehensive amendments to the Declaration of Covenants; and

WHEREAS, the undersigned owners (including the Grantors) of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, wish to alter, amend, modify and supersede the Declaration of Covenants in its entirety through the adoption of the following Restated Declaration of Covenants; and

WHEREAS, the following Restated Declaration of Covenants is intended to alter, amend, modify and supersede the Declaration of Covenants and all amendments and additions thereto in their entirety, including any and all amendments and additions thereto which have occurred prior to the effective date hereof; and

WHEREAS, it is further intended that, after the effective date hereof, the real property which shall be subject to, burdened by and benefited by the Declaration of Covenants as amended herein shall be as described on Exhibits "A" and "B" attached hereto, which exhibits are hereby incorporated herein by reference, and that any and all real property previously burdened or benefited by the Declaration of Covenants that is not listed on said exhibits is and shall be released and discharged from any further effect of any of said covenants, except that any existing easements or rights of way contained herein or in any other plats, surveys or deeds shall remain in full force and effect; and

WHEREAS, it is further intended that, after the effective date hereof, the Declaration of Covenants and any amendments and additions thereto shall be of no further force or effect except as continued herein;

NOW, THEREFORE, the Declaration of Covenants is hereby altered, amended, modified and superseded in its entirety to read as follows:

PREAMBLE

The following Restated Declaration of Covenants is hereby adopted in order that the property hereinafter designated shall be held, transferred, sold, conveyed, used and occupied, SUBJECT TO the following covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens, each of which shall be deemed to be a covenant running with the land and shall be binding upon all current owners, their heirs, executors, administrators, successors and assigns, and upon all successive owners, lessors or possessors of said property or portions thereof, as hereinafter provided.

SECTION 1. PROPERTY COVERED BY DECLARATION

1.01. Property Subject to and Burdened by Declaration. The real property which shall and is hereby declared to be subject to and burdened by the covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens in this Declaration (hereinafter collectively referred to as the "covenants") is described on Exhibit "A" (referred to herein as "Glastonbury North") and Exhibit "B" (referred to herein as "Glastonbury South"), attached hereto and incorporated herein by reference. The real property described on Exhibits "A" and "B" shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified on said exhibits, whether created before or after the effective date hereof.

1.02. Property Benefited by Declaration. The real property which shall and is hereby declared to be benefited by the covenants in this Declaration is described on Exhibits "A" and "B" attached hereto and incorporated herein by reference. The real property described on Exhibits "A" and "B" shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified on said exhibits, whether created before or after the effective date hereof.

1.03. Additional Property. The Glastonbury Landowners Association, Inc. (herein referred to as the "Association") shall have the exclusive right, at its option and at any time in the future, to add and subject additional property to any or all of the covenants in this Declaration, or any amended versions thereof, by executing and recording an instrument in writing describing any property owned by the Association to be added, or by executing and recording a written agreement between the Association and the owner(s) describing the property to be added to the covenants. Said property must be located adjacent to or no more than one mile from property that is already subjected to these covenants. When added, said additional property shall become burdened by and shall receive the benefit of the covenants as provided in the written instrument or agreement.

1.04. Property Withdrawn from Declaration. The Association shall have the right, at its option and at any time in the future, to withdraw any property from the covenants in this Declaration, by executing and recording an instrument in writing describing any property

owned by the Association to be withdrawn, or by executing and recording a written agreement between the Association and the owner(s) describing the property to be withdrawn from the covenants. When withdrawn, said property shall cease to be burdened by or to receive the benefit of the covenants as provided in the written instrument or agreement, except that any existing easements or rights of way shall remain in full force and effect unless expressly cancelled or extinguished.

SECTION 2. NATURE AND EFFECT OF COVENANTS

2.01. Covenants Running with the Land. Each and every covenant, condition, restriction, servitude, limitation, term, provision, lien, charge, regulation, easement, reservation and burden mentioned in this Declaration shall be deemed and is hereby declared to be a covenant running with the land.

2.02. Additional Force and Effect. In addition, each provision in this Declaration shall also be interpreted in the light of its express language, context and intent, and shall be given additional legal force and effect as defined by state law as a condition, restriction, servitude, limitation, lien, charge, easement or reservation, as is appropriate, running with the land.

2.03. Binding Effect. The covenants within this Declaration shall and are intended to be binding and enforceable as hereinafter provided. Upon authorization of the Association's Board of Directors in each instance, the Association shall have the right of ingress, egress and inspection upon and of each parcel, excluding the interiors of dwellings, at reasonable times and with reasonable notice of at least seven (7) days for the purpose of insuring compliance herewith.

2.04. Duration of Covenants. The covenants in this Declaration shall continue in full force and effect for a period of twenty years from the effective date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless terminated or modified by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to be filed of record for the purpose of terminating or modifying the covenants.

2.05. Amendments to Covenants. The covenants in this Declaration may be altered, amended, modified, waived, abandoned or terminated in whole or in part at any time by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to

be filed of record for the purpose of altering, amending, modifying, waiving, abandoning or terminating the covenants in whole or in part.

2.06. Adoption of Land Use Master Plan. The Glastonbury Land Use Master Plan (hereinafter referred to as the "Master Plan") may be adopted, altered, amended or terminated at any time by the affirmative vote of at least fifty-one percent (51%) of the Membership Interests of the Association in good standing at the time. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and its members in any instrument to be kept or filed of record for the purpose of adopting, altering, amending or terminating, or providing notice of the adoption; alteration, amendment or termination of, the Master Plan. When adopted, the Master Plan shall have the force and effect of the covenants in the regulation of land uses, development and growth in the Community, and shall be enforceable by the Association to the same extent as if set forth fully herein. Any portion of these covenants and any rule or regulation derived from these covenants may be incorporated into the Master Plan or may continue to exist independently of the Master Plan and shall be given full force and effect.

2.07. Rule Making. The Association shall have the authority to adopt reasonable rules and regulations which are consistent with the intent and enabling provisions of these covenants or the Master Plan. Said rules and regulations shall be enforceable by the Association to the same extent as if set forth fully herein. All existing rules and regulations adopted or amended prior to the effective date hereof in accordance with the original Declaration of Covenants, and all rulings or conditions of approval made pursuant thereto prior to the effective date hereof, shall continue to remain in full force and effect, to the extent not inconsistent with this Restated Declaration of Covenants, until repealed, superseded or amended by the Association. Any references in any such existing rules or regulations to predecessors-in-interest of the Association or to any officers, boards or committees of such predecessors shall be deemed to pertain to the Association or to officers, boards or committees of the Association, respectively.

2.08 Recordation. Any ownership, title, agreement, instrument or document specified or required in this Declaration of Covenants to be of record or to be recorded or filed of record shall be found of record or shall be recorded and/or filed of record in the Office of the Park County Clerk and Recorder, Livingston, Montana.

2.09 Effective Date. This Restated Declaration of Covenants shall become effective upon execution and recordation in the Office of the Park County Clerk and Recorder.

SECTION 3. DEFINITIONS AND SHORT NAME REFERRALS

As used in this Declaration, the following words, phrases and terms shall have the following definitions, meanings, synonyms and intent:

3.01. Association. Glastonbury Landowners Association, Inc., a Montana nonprofit corporation, its successors and assigns.

3.02. Apartment. A building that contains two or more dwelling units for rent or lease, exclusive of any condominiums.

3.03. Certificates of Survey of the Community. Certificates of Survey Nos. 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village at Glastonbury North mobile home park plat, all of which are on file or of record in the Office of the Park County Clerk and Recorder, containing some or all of the real property described on Exhibits "A" and "B", attached hereto and incorporated herein by reference; together with (1) the certificates of survey or plats for any property which is added to Exhibits "A" and "B" subsequent to the effective date hereof, and (2) the certificates of survey or plats for any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified in Exhibits "A" and "B", whether created before or after the effective date hereof.

3.04. Common Use Land. Land owned or acquired by the Association upon which a nonexclusive easement running with each parcel in the Community has been or is granted to each Landowner for recreational purposes. The Association shall retain ownership of and the right to use the land in accordance with the Master Plan.

3.05. Community. The Community of Glastonbury.

3.06. Community of Glastonbury. The real estate described on Exhibits "A" and "B", attached hereto, together with all additions thereto after the effective date hereof.

3.07. Condominium. A form of ownership with right of conveyance of a dwelling unit in a multiple-unit project with the land and all other parts of the project held in common ownership or use with the owners of all of the dwelling units, exclusive of any apartments.

3.08. Cottage Industry. An industry whose labor force consists primarily of family or communal units working at home.

3.09. Covenants. Covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, easements, reservations and burdens contained within this Restated Declaration of Covenants.

3.10. Declaration. The within Restated Declaration of Covenants and all amendments thereto, after the effective date hereof.

3.11. Development. The Community of Glastonbury.

3.12. Dwelling Unit. A structure or portion of a structure, normally consisting of

living area, bathroom and cooking facilities, designed for occupancy by a single family. The term includes a boarding house but not the individual living rooms within a boarding house that do not contain a bathroom and cooking facilities.

3.13. Glastonbury. The Community of Glastonbury.

3.14. Glastonbury North. Part of the Community of Glastonbury, being that property described on Exhibit "A" attached hereto, together with all additions thereto after the effective date hereof.

3.15. Glastonbury South. Part of the Community of Glastonbury, being that property described on Exhibit "B" attached hereto, together with all additions thereto after the effective date hereof.

3.16. Landowner. The record owner(s) of a parcel or condominium in the Community, including any purchaser(s) of record under a contract for deed or similar agreement. The term shall include the record owner(s) of a life estate or an estate for years for an original term of at least fifty-five (55) years in a parcel. Insofar as any ownership, voting or membership rights, privileges, duties and responsibilities provided for in this Declaration are concerned, the term shall not include the Association or the owner(s) of any unvested reversionary or remainder interest(s).

3.17. Master Plan. The Glastonbury Land Use Master Plan which is intended to direct the future growth and development of the Community, including all amendments thereto.

3.18. Member of the Association. A person, firm or corporation that is a Landowner and has become registered with the Association.

3.19. Member of the Association in Good Standing. A member of the Association that is current in the payment of all assessments to the Association and is not in violation of these covenants. A member in good standing is qualified to vote as provided herein and in the bylaws and rules of the Association.

3.20. Membership Interest. 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;
- b. An undivided tenancy-in-common interest in a parcel existing as of the effective date hereof, whether owned individually or in joint tenancy; and

c. A condominium unit.

3.21. Minerals. Oil, gas, coal, hydrocarbons, minerals, geothermal water and energy, gravel, sand, rock, dirt, and all other placer and hardrock mineral deposits of any sort whatsoever.

3.22. Parcel. A division of the real property comprising the Community as shown on the Certificates of Survey therefor, or any legally segregated and approved portion, parcel, lot, tract or division thereof, which is or becomes subject to the covenants of this Declaration. The term "parcel" does not include any unplatted lots within the Golden Age Village at Glastonbury North mobile home park.

3.23. Platted Road Easements. Easements which are shown on the Certificates of Survey of the Community and generally labeled as "private access and public utility easement."

3.24. Structure. Any construction, building, dwelling, tower, shed, basement or enclosure with a roof, whether above or below ground, including parts of and additions to such structures.

SECTION 4. AGRICULTURAL COVENANTS

4.01. In General. In general and except as limited herein, agricultural usage of land is to be encouraged and promoted.

4.02. Landowners' Animals. Landowners desiring to raise or keep animals of any kind, including dogs and pets, must restrain them within their own land to insure that they will not trespass on other parcels or adjoining roads or land. Landowners are solely responsible to insure that none of the animals kept on their land shall harass or threaten humans, livestock or wildlife or shall cause a nuisance of any kind. Landowners are not entitled to use land owned by the Association, common use land, road easements or any other land not owned by them for the grazing of livestock without permission of the owner thereof. Landowners are solely responsible to maintain and keep fences, gates and cattleguards on their property in good working condition and repair in accordance with state law.

4.03. Swine. No swine of any kind may be kept on any parcel in the Community.

4.04. Feed Lots. Commercial feed lots, fertilizer plants and the like may not be operated or allowed on any parcel, due to associated odors, dust, noise, disease, etc.

4.05. Weed and Vermin Control. Landowners are responsible to make reasonable efforts to control and prevent the spread of noxious weeds and vermin from their property.

SECTION 5. RULES OF HEALTH, SAFETY, NUISANCE AND LAND USE

5.01. Laws, Ordinances and Regulations. Each Landowner shall abide by and obey all laws, regulations, rulings and ordinances lawfully enacted by the State of Montana or any political subdivision thereof, including Park County, and including, but not limited to, fire, health, safety and sanitary laws and regulations; except that a Landowner may in good faith vigorously challenge the legality of any such law which he believes to be unlawful or unconstitutional.

5.02. Fire Rules. The following fire rules shall be binding upon every parcel and are the responsibility of each Landowner:

a. When the U.S. Forest Service or other public agency fire danger designation for the area is high, outdoor fires shall be burned only in an enclosed facility or receptacle having a properly operating and approved spark screen;

b. All fireplaces, whether inside a building or outdoors, shall have an approved spark screen covering the top of the chimney;

c. Chimneys and wood-burning-stove flues shall be cleaned regularly to reduce the hazard of house fires;

d. Any condition which creates a fire hazard shall not be permitted on a parcel. It is recommended that all structures be surrounded with an adequate fire-break;

e. A Landowner shall be liable to any damaged party for any negligently caused fires escaping from his parcel, except for those fires caused naturally by "act of God" or by an instrumentality outside of his control, such as lightning or a shorting power line crossing his property, etc.; and

f. All open fires or burning must be in compliance with applicable laws and regulations. Permits shall be obtained by Landowners when required.

5.03. Sewage Disposal. Each Landowner shall dispose of domestic sewage in a manner approved by the Association and any public health authorities with jurisdiction, including the Park County Health Department. No outhouses shall be allowed except as permitted by county and state regulations.

5.04. Refuse Disposal. All refuse, rubbish, trash, garbage and waste shall be kept, disposed of or regularly removed in a sanitary manner. Refuse shall not be allowed to accumulate so as to cause odor or unsightliness.

5.05. Nuisances and Eyesores. Nuisances and eyesores shall not be allowed. It shall be in the Association's discretion and authority to determine what a nuisance or an eyesore is and to require removal, correction or abatement by the Landowner upon the giving of

reasonable notice as provided in Section 10.02. Specifically, the following conditions shall not be allowed on parcels within the Community:

a. Abandoned trailers, mobile homes and other structures, junk (inoperative or unregistered) cars and equipment, scrap piles, brush piles, etc., in open view of platted roads and other parcels or land; and

b. Noxious odors, excessive noise or vibration, nuisances or other annoyances which, in fact, are infringing upon another's quiet use and enjoyment of his land.

5.06. Industry and Mining. "Industrial" activity, strip mining, quarrying, excavating and other activities which produce smoke or chemical wastes, pollute water and air or tend to degrade the environment shall not be allowed in the Community, except for minor activities in connection with the building of structures and improvements on a parcel or as is otherwise approved by the Association from time to time.

5.07. Commercial Activity. It is the intent of these covenants that the Community of Glastonbury should be a predominantly rural/residential community that allows for the reasonable and productive exercise of free enterprise by its residents, and which both encourages future orderly growth and protects valuable rural and residential land qualities. The restrictions on commercial activity shall include the following:

a. Such activity may not be a nuisance or an eyesore;

b. Commercial business activity other than that contained within a dwelling unit must be concealed by fence, wall, landscaping, shrubs, land berms or the like as required by the Association from time to time;

c. Signs may be erected only as allowed by Section 6.04 or as otherwise permitted by the Association;

d. Adequate off-street parking must be provided as defined by the Association or in the Master Plan;

e. The Association may establish setback requirements for commercial structures from time to time that are substantially in excess of those required by Section 6.02 in order to prevent the unsightly accumulation of commercial establishments along platted roads and boundary lines in a predominantly rural/residential community;

f. Bars, lounges, liquor stores, stills, and the production, sale, service or use of tobacco products, liquor, wine, beer or other alcoholic beverages in commercial establishments shall not be permitted;

g. Adult bookstores and the sale or display of pornographic literature or materials shall not be permitted;

h. Establishments which provide, feature, or allow gambling, nude dancing, stripping, pornographic or X-rated films, lewdness or any illegal activity shall not be permitted, and the Association shall have the discretion and authority to require that any such commercial activity be terminated; and

i. Additional restrictions upon or regulation of commercial activity shall be as set forth in the Master Plan.

5.08. Cottage Industry and Light Manufacturing. Nothing stated herein shall prevent a Landowner from carrying on cottage industries, home occupations, home businesses, professions, warehousing and activities of light manufacturing located in a Landowner's dwelling or auxiliary buildings which produce no substantial sound, odor or vibration such as to be a nuisance to others and which are not in violation of any other provision of these covenants.

5.09. Institutional Activity. Institutional and quasi-public activities, improvements and structures, such as schools, churches, hospitals, museums, libraries, fire stations, community centers and services, etc., shall be allowed as provided in Section 6.01, and otherwise only in accordance with the Master Plan. However, nothing provided herein shall prevent Landowners from conducting lawful religious, educational and charitable activities with their own families and guests on their own property or from erecting and maintaining private chapels and shrines thereon.

5.10. Live Timber. Except as provided below, natural live timber may not be commercially harvested or cut without the approval of the Association.

a. Certain parcels may be evaluated by the Association as being "moderately" or "heavily" timbered. Trees may be cut for firewood, fencing or building structures on these parcels only--however, no more than thirty-three percent (33%) of the original amount of timber on a given parcel may be cut. Deadfall, standing dead and diseased trees shall be cut before healthy living trees. Trees native to a parcel may not be commercially harvested or cut for commercial firewood and hauled away.

b. Trees may be cut and removed on any parcel in small quantities in order to clear sites for construction, roadwork and farming.

c. Trees may be planted, grown and then commercially harvested by a Landowner on any parcel.

5.11. Surface Water Use. Except for any existing surface water rights and permits as of the effective date hereof, Landowners may not newly appropriate or use the surface water on a parcel without the prior approval of the Association. All appropriations and use of surface water shall be in accordance with state law and shall be subject to all prior valid rights.

5.12. Subsurface Water Use. Landowners are entitled to appropriate and use subsurface water by drilling wells in accordance with state law.

a. Spring development may only be made with the approval of the Association and must be made from an underground water source or aquifer, or at the point of discharge, from within the parcel. Others may have already appropriated and reserved certain spring water or spring-fed surface water for irrigation, stock water, and other uses. Such spring water may not be appropriated or used by a Landowner without approval of the owner(s) of such water rights.

b. If the Association determines that a scarcity of water exists, it may implement a water-use plan to remain in effect for the duration of the scarcity. In such an event, a use priority shall be given to the necessities of life, and all Landowners shall be required to abide by the terms of such a plan.

c. Any parcel in the Community which does not have sufficient ground water available to supply the needs of at least one dwelling (a "dry parcel") may, as a matter of right, obtain ground water from the most appropriate neighboring parcel. To establish such a right, the Landowner of the dry parcel must have tried and failed to drill a well on his own parcel through a commercial driller at least two times and must submit the results of a study by a qualified geologist and a dowser's report, if requested, showing the likelihood of no water on his parcel and the likely location of ground water on a neighboring parcel. The Association shall arbitrate any disagreements between the Landowners of a dry parcel and a neighboring parcel in the allocation of ground water, and its decision shall be final and binding. In addition, the Landowner of the neighboring parcel to be used shall have the option of:

- i. Sharing his existing well or a planned common well with the dry parcel; or
- ii. Requiring the Landowner of the dry parcel to drill his own well, which well must be located as close as is reasonably possible to the common boundaries of the parcels or in a location preferred by the owner of the neighboring parcel.

If a common well is shared, the Landowner of the dry parcel must pay his fair share of all reasonable expenses incurred in the establishment of such well and all costs associated therewith. All necessary and reasonable easements for placing and maintaining any such well and transporting said water to the dry parcel shall be given by the owner(s) of the neighboring parcel.

d. Each Landowner that successfully drills a well is required to provide the Association with a report that states the location, depth, flow, quality and cost of the well. A similar report is required for drilling operations that fail to produce a well. This information will be kept in a well log by the Association for inspection by prospective purchasers and other Landowners.

5.13. Mineral Rights and Development. The original developer of the Community has expressly excepted and reserved all oil, gas, coal, hydrocarbons, geothermal water and energy, and other minerals, together with the mineral and geothermal rights thereto owned by it, and the right to appropriate, extract, develop and use the same. After the effective date hereof, such reservation shall not include the right of surface entry on land not owned by the owner of the mineral rights without the consent of the Landowner. The Association may permissively allow the reasonable noncommercial use of any of the minerals existing within six (6) feet of the surface by a Landowner for use on the parcel owned, provided that such use is reasonable and will not exhaust or denude the property of its mineral resources.

SECTION 6. STRUCTURES AND IMPROVEMENTS

6.01. Association's Approval. A site plan and building plans satisfactory to the Association must be submitted by a Landowner to the Association for review and approval prior to beginning construction of any structure, the placing of any mobile home on a parcel or the carrying out of any other project for which review is required by the Master Plan, these covenants or any rule or regulation adopted in accordance therewith. The Association may retain a copy of the said plans in its files. The design of any improvement shall be safe and in accordance with this Declaration and the Master Plan. The Association shall conditionally or unconditionally approve the plans and make any recommendations deemed necessary or advisable, unless:

a. The plans are incomplete, are in violation of or are not in accordance with these covenants, the Master Plan, or any rule or regulation adopted in accordance therewith;

b. The proposed structure is, in the Association's opinion, unsafe, unsound, could pose a menace to the safety and health of other persons, or requires the assistance or input of an engineer; and/or

c. The plan or the proposed structure is unlawful in any way.

The Association's approval of any plans, together with any conditions or recommendations, shall not constitute an acceptance of any liability or an approval of the design, engineering, safety or legality of the structure or project—and the Association is hereby exempted from liability therefor.

6.02. Setback Requirements. No structures shall be placed within 25 feet of any parcel boundary line or 15 feet of any easement crossing a parcel, without prior approval of the Association. This applies to buildings and major improvements but not to fences, landscaping, roads, driveways, walks, sprinklers, etc.

6.03. Utilities. All electrical and telephone lines, water and sewer pipelines, septic tanks, cisterns, drainfields, gas lines and other utilities installed after the effective date of these

covenants shall be placed underground. Pipelines and gas lines shall be placed at least 36" beneath the surface. Electric and telephone lines shall be placed at least 12" - 18" beneath the surface, unless adverse geologic conditions require otherwise. Propane or other fuel tanks, windmills, tanks, pumps and the like may be placed above ground. In any event, the installation of all utilities and lines shall be in accordance with the Master Plan and all applicable statutes, regulations, ordinances, rulings and other code requirements in effect at the time of the installation.

6.04. Signs and Billboards. The design and location of all exterior signs shall be in accordance with written guidelines adopted by the Association or shall be specifically approved by the Association prior to installation.

6.05. Mobile Homes. There are restrictions on the use of mobile homes and trailers in the Community, including, but not limited to, the following:

a. The Association shall enforce rules that require Landowners to provide a roof and exterior facade on mobile homes that are more in keeping with the general character and quality of the Community as defined in the Master Plan, or to conceal them from view from roads and other parcels by landscaping, earth berm, fence, wall, etc. Landowners are encouraged to landscape their parcel and obtain quality mobile homes. Exterior wood or wood-like finishing on mobile homes is preferred.

b. Mobile homes and trailers must also meet any further standards set forth in the Master Plan.

6.06. Fallout Shelters. It is the policy of this development to recommend but not require the construction, installation or availability of a fallout shelter underneath, behind, in the basement of or within reasonable proximity to every dwelling or habitation placed upon any parcel.

6.07. Maintenance. All structures and improvements, including roads, fences, ditches and agricultural structures, shall be properly maintained and kept in good condition by Landowners so that they are not allowed to become dangerous, unsightly or unsanitary, or to cause a fire hazard.

SECTION 7. RECREATION AND COMMON USE LAND

7.01. Common Use Land, Easement, Covenants. Three of the parcels described on Exhibit "B" are hereby designated as "common use land." A nonexclusive, perpetual easement and right-of-way is hereby granted upon said common use parcels described below to each Landowner, concurrently with the sale of each parcel, for recreational purposes under the following terms and conditions:

a. The parcels affected by this easement are Parcel Nos. 96 and 102 of Certificate of Survey No. 616-A (Glastonbury South) and Tract No. 1 of Certificate of Survey No. 1173 (Glastonbury North);

b. The easement shall be appurtenant to the parcels described on Exhibits "A" and "B" and shall run with the land;

c. The recreational purposes for which the common use land may be used shall include hiking, camping, picnicking, horseback riding, cross-country skiing, fishing and other similar recreational activities approved by the Association for Landowners and their families;

d. Hunting and the discharge of firearms on the common use land are not permitted without authorization from the Association. The Association may or may not permit hunting on the common use land at any time in the future;

e. The cutting of trees, use of motorized vehicles, mining, excavating or other activities which would permanently disfigure, alter, commit waste upon or damage the common use land shall not be permitted without authorization from the Association;

f. No illegal, lewd or offensive activities, loud noises or nuisances, including the use of alcoholic beverages, tobacco or illegal drugs, may be engaged in upon the common use land;

g. Guests may use the common use land only in the presence of a Landowner or members of a Landowner's immediate family;

h. The Association may, from time to time, make additional rules of safety and health and prohibit any activities upon the common use land which in its opinion are not in keeping with the qualities of the Community as defined in the Master Plan;

i. The Association shall retain ownership of the common use land, subject to the above nonexclusive easement and covenants, and the right to use, occupy, develop, improve, grant easements upon or mortgage the land in accordance with the Master Plan; and

j. The Association may in the future erect buildings or improvements upon portions of the common use land for recreational or any other common use purposes consistent with the Master Plan.

7.02. Recreational Access Along Streams. All Landowners in the Community and their families shall have the right to use the area along both sides of portions of Fridley Creek, Dry Creek and Golmeyer Creek for lateral recreational access. A nonexclusive perpetual easement and right of way is hereby reserved for this purpose within twenty (20) feet of the exterior banks along both sides of said creeks, for the use and benefit of Landowners and the Association, under the following terms and conditions:

a. The parcels affected by this easement are as follows:

(1) Parcel Nos. 2, 3, 5, 6, 7, 8, 9, 10, 15 and 16 of Certificate of Survey No. 615-A (Glastonbury North); and

(2) Parcel Nos. 3, 4, 5, 7, 9, 14, 17, 18, 19, 20, 21, 23, 71, 72, 73, 74, 76, 77, 78, 80, 81, 84, 85, 88, 93, 94, 95, 96 and 97 of Certificate of Survey No. 616-A (Glastonbury South);

b. The easement shall be appurtenant to the parcels described on Exhibits "A" and "B" and shall run with the land;

c. Lateral recreational access shall include foot travel only. No motorized vehicles, horses or other animals shall be allowed without the permission of the owner of the land involved;

d. Parcel owners affected by the easement may place fencing across the easement all the way to and along the creek if a gate or other method of access is provided for persons using the easement; and

e. Lateral access along the easement is for traveling from one place to another and not for use of the premises or the stream bordering the premises, without the parcel owner's permission, except as follows:

Within twenty (20) feet of any parcel boundary line or platted road easement line that intersects or crosses a creek, persons entitled to travel on the easement may use that portion of the easement for fishing in the creek, resting or picnicking; however, there shall be no overnight camping or campfires.

7.03. Recreational Use of Platted Road Easements. The platted road easements described in Section 8 and shown on the Certificates of Survey of the Community, outside of improved roadway surfaces for motorized traffic and ditches, may be used by Landowners and their families and guests for recreational travel by foot and horseback throughout the development. Any scenic turnouts or picnic areas placed on the easements by the Association are for the recreational use of all Landowners.

7.04. Unfenced and Unposted Land. Landowners and their families shall be entitled to cross any parcel within the Community on foot or horseback in order to gain access to or from common use land or national forest land, so long as the same is unfenced and unposted against trespassers. No parcel shall be used for any other purpose while crossing than for travel as mentioned above, and any person causing any damage while on another's parcel shall be strictly liable therefor. Persons exercising this privilege shall stay well clear of any buildings and improvements. If a parcel is fenced or posted against trespassing it may not be used for any such access or travel, and any violator will be considered guilty of trespassing.

SECTION 8. ROADS AND EASEMENTS

8.01. Platted Road Easements. The platted road easements are those which are shown on the Certificates of Survey of the Community and generally labeled as "private access and public utility easement." These are private easements for access, utilities and a road system in the Community. A perpetual and exclusive easement and right-of-way is hereby reserved upon, across, over and under the real property shown on Certificates of Survey of the Community and labeled as "private access and public utility easement," for the use and benefit of the Association and Landowners, for the following uses and purposes and subject to the following terms and conditions:

a. The Association and all of the Landowners and their guests have the right to use any of the platted road easements opened by the Association and upon which developed roads and/or trails have been placed;

b. Use of the platted road easements is limited to motorized and nonmotorized vehicular traffic, pedestrian and equestrian traffic, livestock, public utilities, ditches and canals, pipelines, landscaping, fencing, roads, trails, and such other uses and purposes as shall be engaged in or permitted from time to time by the Association or as are otherwise contemplated by these covenants;

c. The Association intends to maintain a private road system within the platted road easements for vehicular access to the various parcels within the Community. Initial construction by the developer(s) was intended to be to a basic gravel and dirt consistency. The Association may designate and define different qualities or levels of road construction and maintenance within the Community (such as residential roads, foothill roads, mountain roads, etc.) according to its limited ability to deal with such conditions as topography, terrain, elevation, native soil and materials, slope, grade, easement location, parcel location, drainage, climate, weather, snow, ice and mud, and limited resources and equipment. The quality, quantity and/or level of road construction and maintenance may be upgraded by the Association at any time. The Association shall have the exclusive discretion and option to give permanent names to any or all of the roads and streets in the Community;

d. Some of the platted road easements on the Certificates of Survey of the Community come to cul-de-sacs and then extend to an exterior Community boundary and terminate. The cul-de-sacs are the intended termination points of the initial road construction program. However, the extensions to Community boundary lines are being reserved for possible future road extensions or additions to the Community, access to other areas, road loops, efficient utility access, etc., and are included within all of the terms and conditions hereof. The Association may elect to open these easements and construct roads upon them at any time in the future;

e. The Association shall from time to time make, alter and enforce rules of health, safety, convenience and conduct on the platted road easements, including, but not limited

to, speed limits, signals and signs, traffic regulations, weight and size limits, recreational usage, livestock usage, etc.;

f. The Association may provide, maintain and operate security entrances for any of the roads or may dedicate or otherwise designate any of the roads within the Community for public use;

g. The Association's road maintenance responsibility may be assigned or delegated by conveyance or contract to another private party, a municipality, a county or other Landowners in the Community;

h. The Association's road maintenance responsibility is limited by and conditioned upon the Landowners' individual and collective payment of and the aggregate amount of the "annual community assessment" as provided in Section 11, together with its ability to increase the assessment to keep up with inflation or increased costs. The Association is not obligated to provide maintenance or snowplowing in excess of the amount that has been paid by Landowners through the annual assessment;

i. No motor vehicle shall be operated on the platted road easements in the Community except by a person having a valid operator's or driver's license, and all such operations shall be in accordance with any limitations contained in the license; and

j. No Landowner may encroach upon any platted road easement bordering upon, joining or crossing the Landowner's parcel with fences, structures, improvements or any other use inconsistent with this section, except as permitted in writing by the Association.

8.02. Additional Easements. The following additional easements and rights-of-way are hereby reserved upon, across, over and under the following described parcels:

a. A perpetual easement and right-of-way for ingress, egress and utilities on an existing road shown and labeled as "approximate centerline of existing road and easement per roll 20 page 154," Parcel Nos. 95, 96 and 97, on Certificate of Survey No. 616-A. Said easement and right-of-way shall be forty (40) feet in width, centered on the approximate centerline of the existing road, and is for the use and benefit of Landowners and the Association; and

b. A perpetual easement and right-of-way in favor of Parcel Nos. 97, 98, 99, 100 and 101 on Certificate of Survey No. 616-A running across Parcel Nos. 97, 98, 99 and 100, to construct and maintain a road for ingress and egress for the owners of these parcels to the areas which comprise the western portions of their parcel(s) for any purpose, including the removal of timber therefrom, from the Community access road described in Paragraph 8.02(a). Said easement is for a single-lane road not to exceed fifteen (15) feet in width. It shall be constructed and maintained at the mutual and common expense of the owners of the parcels benefited. Locked gates may be maintained by the parcel owners to restrict access to persons entitled to use the easement. Before construction and use of the road, the location must be

approved by each parcel owner and monumented in a reasonable manner. Any disputes relating to this easement between owners of affected parcels shall be arbitrated and resolved by the Association, whose decision shall be final and binding.

8.03. Effect of Easements. Unless otherwise provided, each easement established, described or mentioned in this Declaration shall be appurtenant to the land benefited and shall run with the land to which it is appurtenant. No easements shall be in gross unless expressly provided.

8.04. Parking. Each parcel shall provide adequate off-road parking consistent with its current usage. The platted road easements shall not be used for parking except in areas designated by the Association.

SECTION 9. SUBDIVISIONS OF PARCELS

9.01. Subdivisions Allowed, Association's Review. Parcels in the Community may be further subdivided, subject to the provisions set forth below and the review and written approval of the Association before the completion of any such subdivision. Any attempted sale, transfer, conveyance, lease, filing or recordation of a deed, certificate of survey, plat or other description of a subdivided portion of a parcel without such written approval shall be invalid, void and of no force or effect. The Association will not unreasonably withhold such approval.

9.02. Subdivision Defined. A subdivision shall include any division of a parcel into multiple parcels, tracts or lots smaller than the original, a redivision, or any other treatment of a parcel which would fall under the definition of a "subdivision" under state or local laws and regulations—including recreational vehicle parks, mobile home parks and condominium projects.

9.03. Intent of Review. The intent of this provision is that the Association shall review each proposed subdivision for consistency with the Master Plan and with this Declaration and to insure proper engineering, surveying, access and plans for providing utilities and at least one feasible building site—so that the divided parcels will be at least up to the same standard as the rest of the parcels in the Community, for the benefit of other Landowners and the future purchasers of divided parcels.

9.04. Mobile Home Parks and RV Parks. With the exception of the Golden Age Village and any adjacent expansion thereof not to exceed a total of 125 lots, mobile home parks and recreational vehicle parks shall not be allowed or approved.

9.05. Condominium and Multi-Dwelling Projects. Condominium and other multi-dwelling projects, such as apartments, shall be consistent with the Master Plan. Approval will generally not be given for hard-to-reach areas with bad winter conditions or for large-scale projects, except where designated in the Master Plan. Design must be in character with the Community and in good taste.

9.06. Review Process. The Association shall require the submission of an application form, drawing, plat and plans, and any other materials needed to inform itself about the proposed subdivision and to insure quality. Within thirty (30) days after the submission of all required materials, the Association will give the Landowner a written response which may include the following:

- a. An unconditional approval;
- b. An approval subject to examination of the final Certificate of Survey or other plat;
- c. Recommendations for changing or improving the plans for the proposed subdivision;
- d. Conditions for approval, such as a requirement that access be constructed, utilities be extended, etc.;
- e. A disclaimer by the Association for providing maintenance, utilities or other services which are currently provided to the rest of the parcels, due to a substandard condition; and/or
- f. A disapproval based upon failure to meet the minimum standards of the development, inconsistency with the founding principles of the Community or with this Declaration.

9.07. Standards. The Association may, from time to time, publish a statement of policies and standards for reviewing proposed parcel subdivisions, which shall include objective criteria upon which all proposed subdivisions will be reviewed.

- a. These may include such criteria as minimum parcel size in certain areas, minimum road standards, minimum utility requirements, survey requirements, density, etc.
- b. These standards are intended to approximate the minimum standards and concepts originally designed into the Community and any improvements thereto which have been subsequently made and/or set forth in the Master Plan.

These standards may become incorporated into or superseded by the Master Plan at any time.

9.08. Maintenance of New Roads. The Association may, but is not obligated to, maintain new private roads at the same level as the original roads in the Community. The Association may agree to accept such a new road for construction and/or maintenance and install and/or maintain utilities upon the payment of a fee from the Landowner dividing the parcel.

9.09. Status of New Parcels. Once a parcel has been divided from an original parcel in the Community, or redivided, with the written approval of the Association, it (and its Landowner) shall be entitled to the same rights and privileges and subject to the same obligations and restrictions as an original parcel. The Landowner of such a divided parcel shall be responsible for paying the same assessments as other original parcels.

SECTION 10. COMMUNITY ADMINISTRATION

10.01. Association's Authority. The Association is hereby vested with the discretion and authority to exercise all rights, powers and responsibilities, make all decisions, take all actions, make and enforce all rules and regulations and otherwise do all things in the administration of the Community that are authorized or required in this Declaration of Covenants or by the Master Plan. The Association is the sole administrative authority in the Community and shall exercise its rights, powers and responsibilities and manage its affairs in accordance with its articles of incorporation, bylaws and rules.

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 and/or in equity against one or more other Landowners, including the seeking of damages and/or injunctive relief, by filing an action in the Park County District Court (Montana Sixth Judicial District); provided, however, that no Landowner shall initiate any such legal proceedings against another Landowner until at least thirty (30) days after mailing or delivering a written complaint of the alleged violation to the Association. During such thirty (30) days, the Association may, but is not obligated to, take action by notifying the Landowner(s) against whom the complaint is made of the alleged violation, initiating its own legal proceedings and/or submitting the complaint to binding arbitration in accordance with the rules of the American Arbitration Association if all parties agree to such binding arbitration.

These covenants shall be enforceable by specific performance. Prior to initiating any legal proceedings to enforce these covenants whether as the result of a complaint or on its own initiative, the Association shall first give written notice and a reasonable opportunity for the alleged violator to take action to comply with these covenants. Such notice shall identify the property, specify the violation or complaint and demand compliance with the terms and conditions of these covenants. Such notice must provide for a period of at least ten (10) days from the date of personal service of such notice, or at least fifteen (15) days from the date of posting and mailing of the same, within which time compliance can be made before any legal proceedings by the Association may be commenced. The Association and representatives of the Association shall not be liable to any person or entity for any actions taken or not taken pursuant to the provisions in this section, and all Landowners shall be deemed to have waived any and all rights to or claims for damages for any loss or injury resulting from any action taken or not taken under the terms and conditions of this section.

Actual costs, expenses and reasonable attorneys' fees incurred in connection with removing, remedying, abating, preventing or prosecuting any violation of these covenants shall

constitute a claim by the Association or other Landowner(s) initiating such action against the Landowner(s) of a parcel upon which such violation exists or has occurred.

The Association shall be entitled to intervene as a matter of right in any legal proceeding initiated by any Landowner(s) against any other party under this section.

10.03. Assignment of Association's Rights, Powers and Responsibilities. The Association may assign or transfer all of its rights, powers and responsibilities as established under this Declaration or under the Master Plan, at any time in the future, to a successor organization.

10.04. Association Membership. All Landowners are automatically considered to be members of the Association. Each Landowner agrees to notify the Association in the event of the sale or transfer of any of the Landowner's property in the Community qualifying as a Membership Interest. Each Landowner receiving title to or ownership of any property in the Community qualifying as a Membership Interest agrees to register with the Association by providing the owner's name, mailing address and property description.

SECTION 11. COMMUNITY ASSESSMENT

11.01. Assessments. Each present or future Landowner in the Community covenants and agrees to pay to the Association the following described assessments, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessment shall be a charge and continuing lien upon the property interest against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be the obligation of the Landowner when such assessment becomes payable. The obligation to pay assessments shall run with title to the property in the Community being assessed.

11.02. Purpose of Assessments. The assessments levied by the Association shall be used for the operation, maintenance, repair and improvement of roads, trails, easements, common use land, security entrances, ditches, canals, drainages, machinery, vehicles, equipment and other facilities serving the Community; for snowplowing; for structures, improvements and added services on the roads and trails, the common use land or elsewhere within the Community which are for the benefit of Landowners; and for such other uses and purposes which are contemplated in these covenants or as are otherwise deemed necessary or desirable by the Association in fulfilling its rights, powers and responsibilities within the Community including, but not limited to, legal fees and costs incurred in enforcing any of these covenants against a Landowner or other party, purchases of machinery, vehicles and equipment needed to carry out the Association's responsibilities hereunder, the hiring and salarizing of necessary employees, and capital improvements for administrative, recreational or other Community purposes to promote the common health, safety, recreation, culture, education, welfare and enjoyment of Landowners.

11.03. Annual Community Assessment. Each Landowner shall pay an annual community assessment (the "annual assessment") to the Association for the uses and purposes described above. The annual assessment covers the period from January 1 to December 31 of each year. Assessment shall be made by written notice to each Landowner of the property interest being assessed. The amount of the annual assessment may be increased or decreased from year to year, at the option of the Association, based upon the amount of work to be done and the estimated or anticipated cost of labor, equipment and materials involved. The initial amount of the annual assessment for the 1997 calendar year is \$240 per parcel. The amount of the annual assessment beginning January 1, 1998 shall be as follows:

- a. \$120 land assessment for each parcel, plus an additional \$120 for each undivided tenancy-in-common interest¹ in excess of one per parcel; plus
- b. \$120 dwelling assessment for each dwelling unit located on each parcel or owned in association with each undivided tenancy-in-common interest¹ in a parcel; or
- c. \$240 land and dwelling combined assessment for each condominium unit;
or
- d. \$120 land and dwelling combined assessment for each Golden Age Village lot (whether or not each lot has a dwelling unit located on it).

The annual assessment shall be payable either annually on or before January 31 or quarterly in four equal increments on or before January 31, April 30, July 31 and October 31 of each year. If an annual assessment notice is mailed after January 15 of any year, the annual payment or first quarterly installment shall not be payable until fifteen (15) days after the date the notice is postmarked or personally delivered to the Landowner. The amount of the annual assessment may be increased by the Association due to inflation or increased costs or services up to a maximum of 10% per year or the last annual increase in the Consumer Price Index (CPI)², whichever is greater.

11.04. Special Assessments. Special assessments pertaining to the entire Community of Glastonbury or to any limited areas or properties in the Community (including, but not limited to, Glastonbury North or Glastonbury South) may be levied at any time and for any periods by the Association for emergencies, extraordinary capital improvements or repairs,

¹ A joint-tenancy ownership between a husband and a wife does not constitute two ownerships but is to be treated as either a single ownership of an entire parcel or, if a parcel is owned with other tenants-in-common, as one of the tenancy-in-common interests. In addition, condominium units and Golden Age Village lots are not treated as separate undivided tenancy-in-common ownerships for land assessment purposes

² CPI is the Department of Labor Bureau of Labor Statistics Consumer Price Index for "U.S. City Average All Urban Consumers" (1967 = 100).

or for any other purposes and by any methods upon the affirmative vote of at least two-thirds (2/3rds) of the Membership Interests of the Association in good standing at the time pertaining to the property constituting the area to be affected by the special assessment. Any such vote shall be conducted in accordance with the bylaws and rules of the Association. The president and secretary of the Association may certify the results of such vote on behalf of the Association and the affected members in any instrument to be kept or used for the purpose of providing notice of the special assessment. Special assessments that pertain to any limited areas or numbers of parcels or condominiums that are less than the entire Community of Glastonbury shall be payable only by the Landowners of the property to be affected. The Association shall designate the affected area, property, parcels or condominiums to which a special assessment pertains if other than the entire Community of Glastonbury.

11.05. Accounting, Allocation and Use of Funds. The Association shall account for funds paid by Landowners pursuant to any assessment (the "assessment funds") in any manner consistent with its responsibilities and good business practice. Special funds or accounts of any sort may be established by the Association to maintain control and supervision over the assessment funds. Maintenance and repair of roads and snowplowing shall be the first priority for use of annual assessment funds. Allocation and use of the remainder of the annual assessment funds shall be in the discretion of the Association. Special assessments shall be used for the purpose for which they are established. The Association is and shall be a fiduciary in the allocation, application and use of assessment funds. The Association has a duty to perform the responsibilities provided in these covenants to the best of its ability and to the extent that assessment funds reasonably allow. In addition, the Association may establish, maintain and carry over from year to year any reserve funds or special purpose funds for improvements, equipment purchases or for any other purpose pursuant to these covenants. Assessment funds shall be kept or deposited in a special account as provided in the bylaws of the Association.

11.06. Effect of Nonpayment of Assessment. If any assessment is not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the parcel which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, a five percent (5%) penalty will accrue on the amount of the payment due and the assessment shall thereafter bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month, compounded monthly. The obligation to pay any assessment, penalty or interest of the current Landowner of any property in the Community subject to assessment shall not be affected by any conveyance or transfer of title to said parcel unless waived or agreed upon in writing by the Association. The Association may bring an action at law against a Landowner to collect delinquent assessments, penalties and interest and/or to foreclose on the lien against the parcel, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable attorney's fees.

SECTION 12. GENERAL PROVISIONS

12.01. Variations, Waivers. The Association reserves the right to waive or grant variations to any of the provisions of this Declaration, where, in its discretion, it believes the same to be necessary and where the same will not be injurious to the rest of the Community.

12.02. Districts. Each present or future Landowner within the Community shall be deemed to have waived any right to object to the formation of one or more local improvement or service districts which include such Landowner's land, and also to have waived any right to join in any action opposing the formation of such a district. Each Landowner shall be deemed to support the formation and operation of any such district for the mutual protection of Landowners of all parts of the Community. However, no such districts, including special zoning districts established by Landowners' petition, may be established without the written consent of the Association.

12.03. Severability. A determination of invalidity of any one or more of the covenants of this Declaration by judgment or court order or decree shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

12.04. Liability of Association. The Association shall have no liability for any of its actions or failures to act. In addition, the Association shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Association has expressly assumed herein.

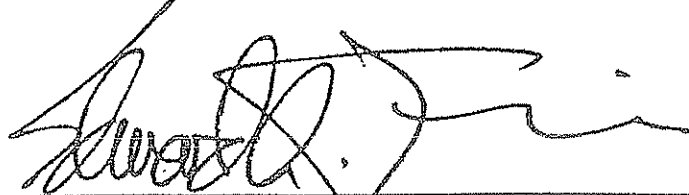
12.05. Titles Not Controlling. None of the titles, captions or headings to any paragraph or section within this Declaration shall control, limit or expand the meaning thereof. References to "he," "his," or to male gender shall also include the female gender and the neuter gender, where appropriate.

- End -

Certification of Affirmative Written Votes and
Written Consents of Predecessor and Successor Grantors

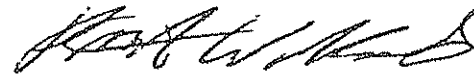
IN WITNESS WHEREOF, the undersigned, acting as the predecessor and successor Grantors, hereby certify that the owners of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, have given their affirmative written vote and consent to alter, amend, modify and supercede the Declaration of Covenants in its entirety in accordance with the foregoing Restated Declaration of Covenants for the Community of Glastonbury. Specifically, the affirmative written votes and consents representing 74.8% of the owners of such parcels, tabulated in accordance with the requirements of Section 2.05 of the Declaration of Covenants, have been given and are attached hereto and incorporated herein by reference. Accordingly, the undersigned, acting as the predecessor and successor Grantors, hereby give their written consents to alter, amend, modify and supercede the Declaration of Covenants in accordance with the foregoing Restated Declaration of Covenants for the Community of Glastonbury.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.



EDWARD L. FRANCIS, Executive Vice President

GLASTONBURY LANDOWNERS ASSOCIATION, INC.

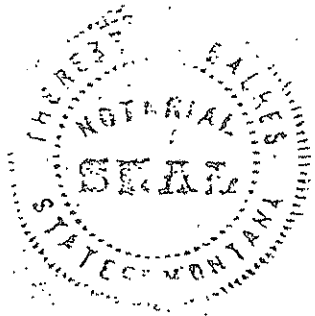


PATRICK WOLBERD, President

STATE OF MONTANA)
 : ss.
COUNTY OF PARK)

On this 25th day of September, 1997, before me, THERESE C. BAURES, a Notary Public for the State of Montana, personally appeared EDWARD L. FRANCIS, known to me to be the Executive Vice President of CHURCH UNIVERSAL AND TRIUMPHANT, INC., the corporation that executed the within instrument, and acknowledged to me that he executed the same as the Executive Vice President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Therese C. Baures
Notary Public for the State of Montana
Residing at Corwin Springs, Montana
My commission expires: 2/1/99

STATE OF MONTANA)
 : ss.
COUNTY OF PARK)

On this 26th day of September, 1997, before me, Diane Coffman, a Notary Public for the State of Montana, personally appeared PATRICK WOLBERD, known to me to be the President of GLASTONBURY LANDOWNERS ASSOCIATION, INC., the corporation that executed the within instrument, and acknowledged to me that he executed the same as the President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Diane Coffman
Notary Public for the State of Montana
Residing at Keeweenaw
My commission expires: 10/17/97

EXHIBIT "A""GLASTONBURY NORTH"TOWNSHIP 5 SOUTH, RANGE 8 EAST, M.P.M., PARK COUNTY,
MONTANA:

PARCEL NOS. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70, as described in and shown on Certificate of Survey No. 615A, on file and of record in the Office of the Park County Clerk and Recorder; and

PARCEL NOS. 49A and 50A, as described in and shown on Certificate of Survey No. 883, on file and of record in the Office of the Park County Clerk and Recorder; and

TRACT NO. 1, as described in and shown on Certificate of Survey No. 1173, on file and of record in the Office of the Park County Clerk and Recorder; and

LOT NOS. 1-49, inclusive, of the "Golden Age Village at Glastonbury North" mobile home park, which is located on portions of Parcel Nos. 3 and 4 of Certificate of Survey No. 615A, and a plat of which is on file in the Office of the Park County Clerk and Recorder.

The real property described above shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified above, whether created before or after the effective date hereof.

EXHIBIT "B"

"GLASTONBURY SOUTH"

TOWNSHIP 6 SOUTH, RANGE 7 EAST, M.P.M., PARK COUNTY,
MONTANA:

PARCEL NOS. 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,
35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50,
51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82,
83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,
99, 100, 101 and 102, as described in and shown on
Certificate of Survey No. 616A, on file and of record in the
Office of the Park County Clerk and Recorder; and

PARCEL NOS. 103, 104, 105, 106, 107, 108 and 109, as described in and
shown on Certificate of Survey No. 981, on file and of record
in the Office of the Park County Clerk and Recorder.

The real property described above shall also include any and all portions,
parcels, lots, tracts or other divisions or alterations contained within or
segregated from any of the property specifically identified above, whether
created before or after the effective date hereof.

State of Montana }
County of Park } ss

Filed for record this 30 day of September, A.D. 1997, at 3:56

o'clock P. M. Recorded in Roll 124, Pages 548-653

Denise Nelson
County Clerk & Recorder

By _____
Deputy

Recording Fee \$ 636.00 Document No. 262163 Return to Edward Francis

P.O. Box 5000
Corwin Springs MT
59027

X re recording info

4/5 615A, 616A, 773, 883, 892, 895, 981, 1173, 1328

5/10 80, 166, 198, 217, 226, 233, 221

EXHIBIT F

EXHIBIT F-1

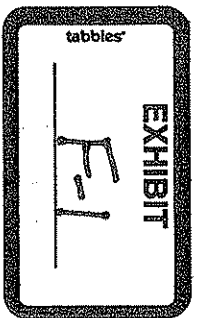
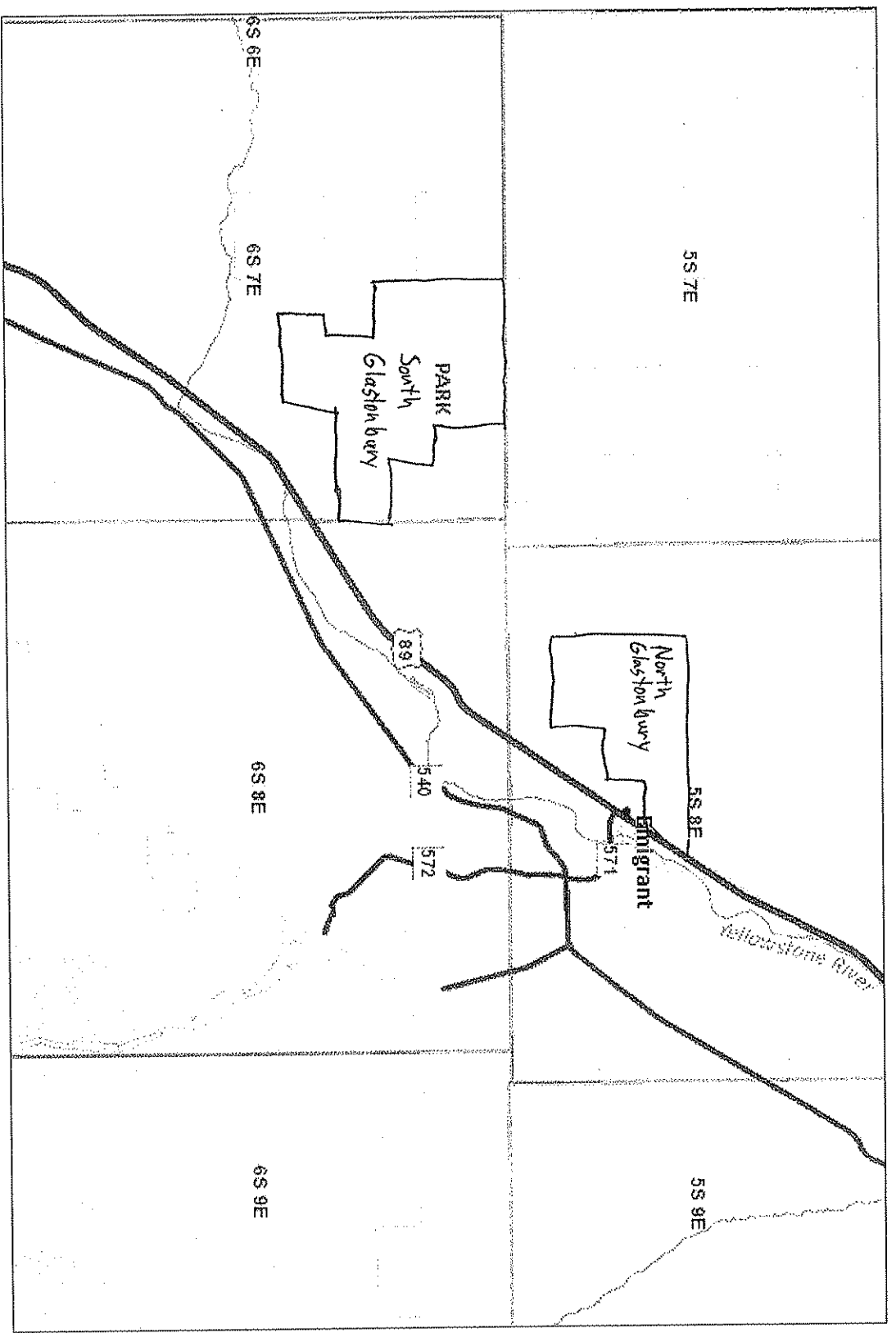
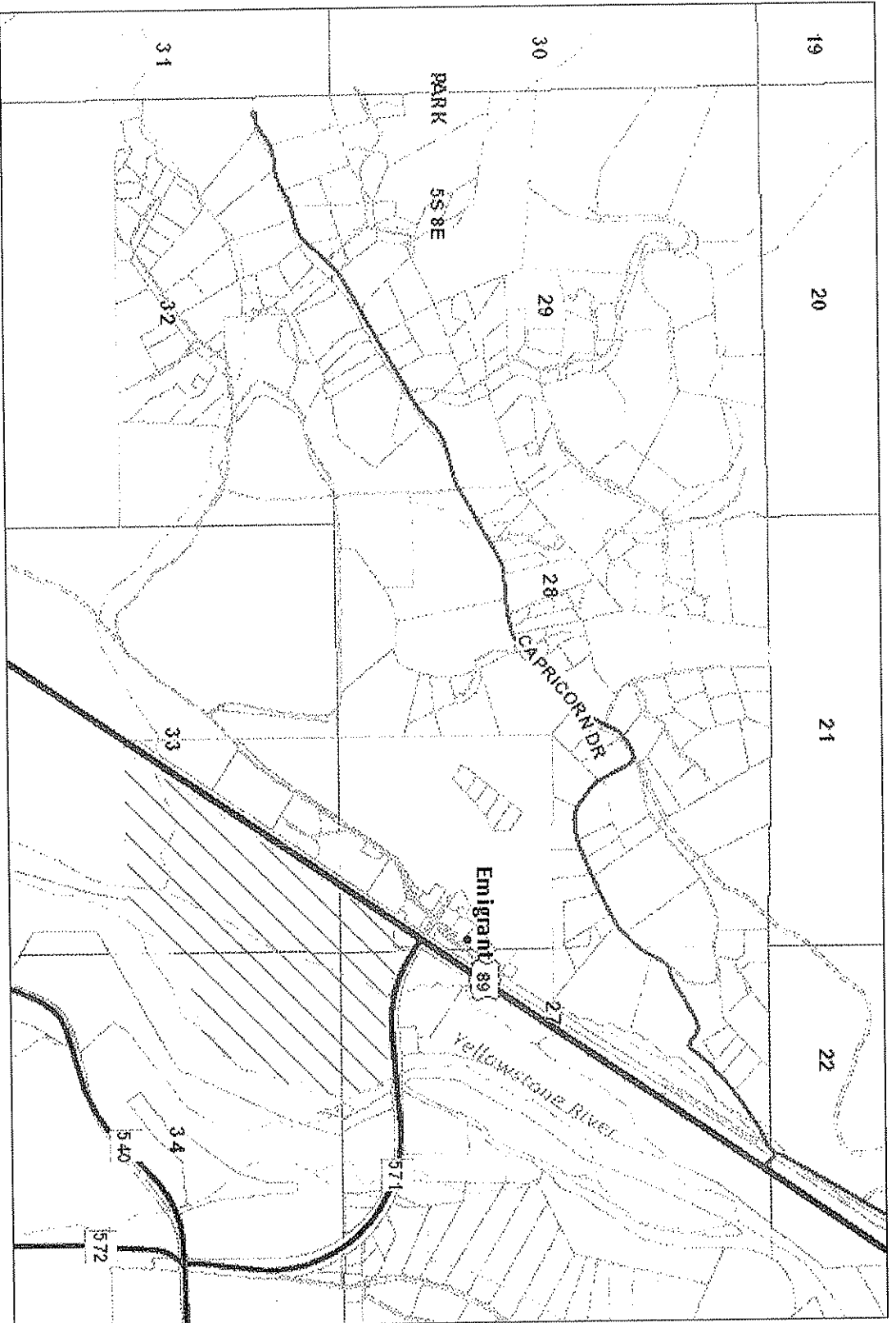


EXHIBIT F-2



North Glastonbury

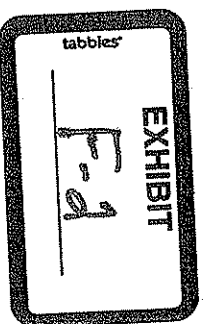
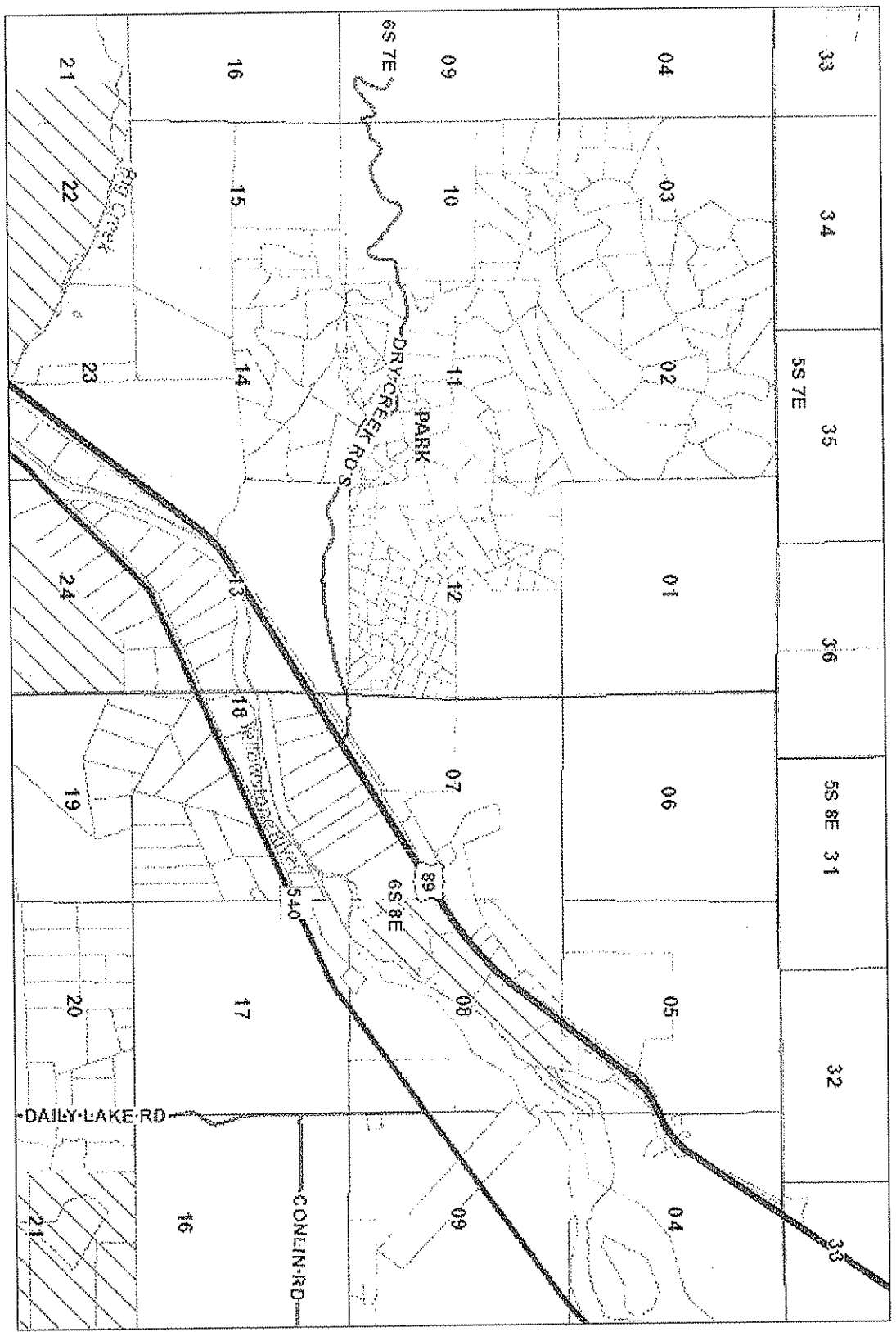


EXHIBIT F-3



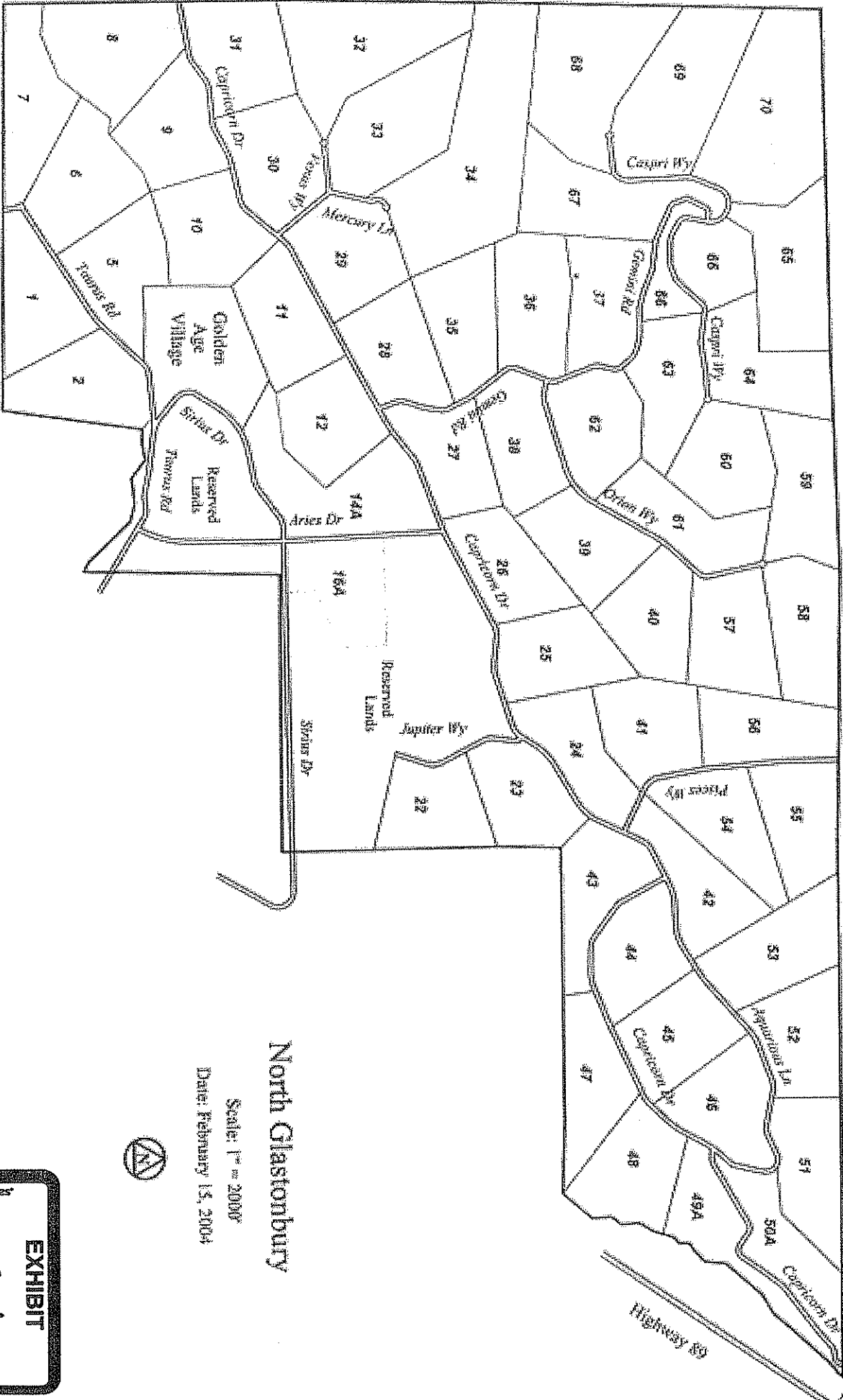
South Glasstonbury

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EXHIBIT

F-3

EXHIBIT F-4



North Glastonbury

Scale: 1" = 2000'
 Date: February 15, 2004

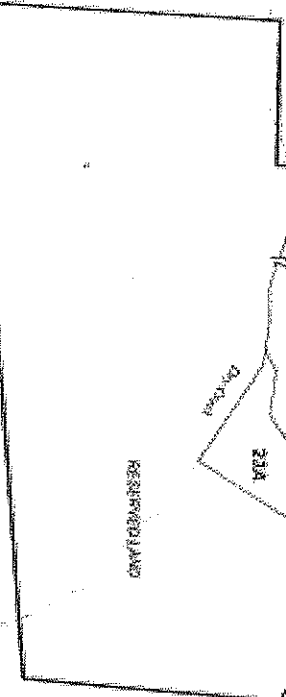
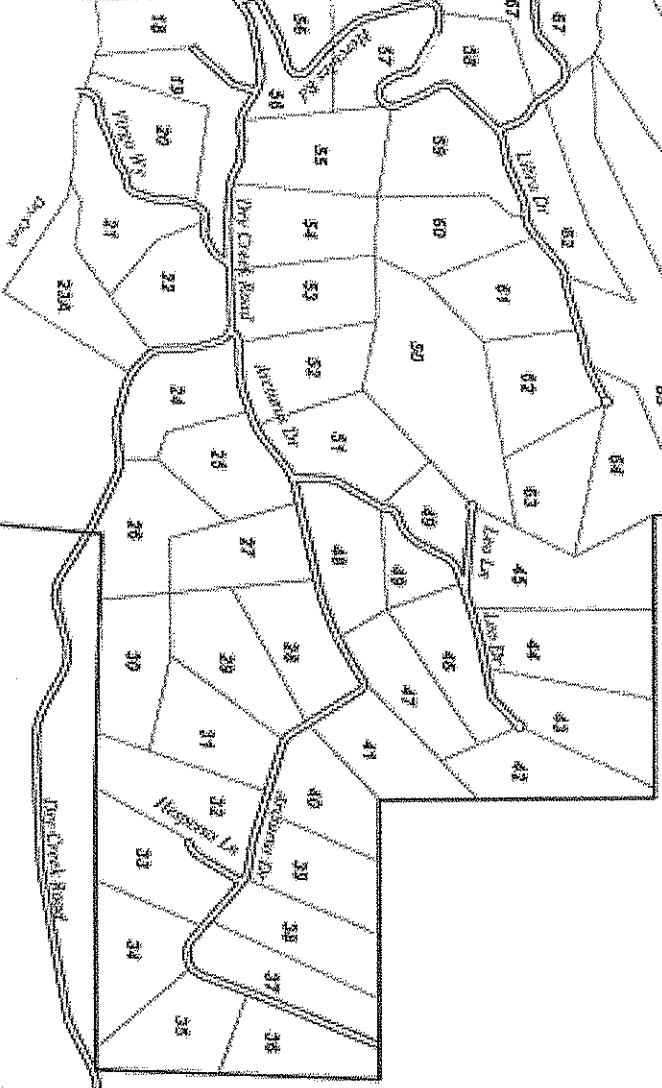
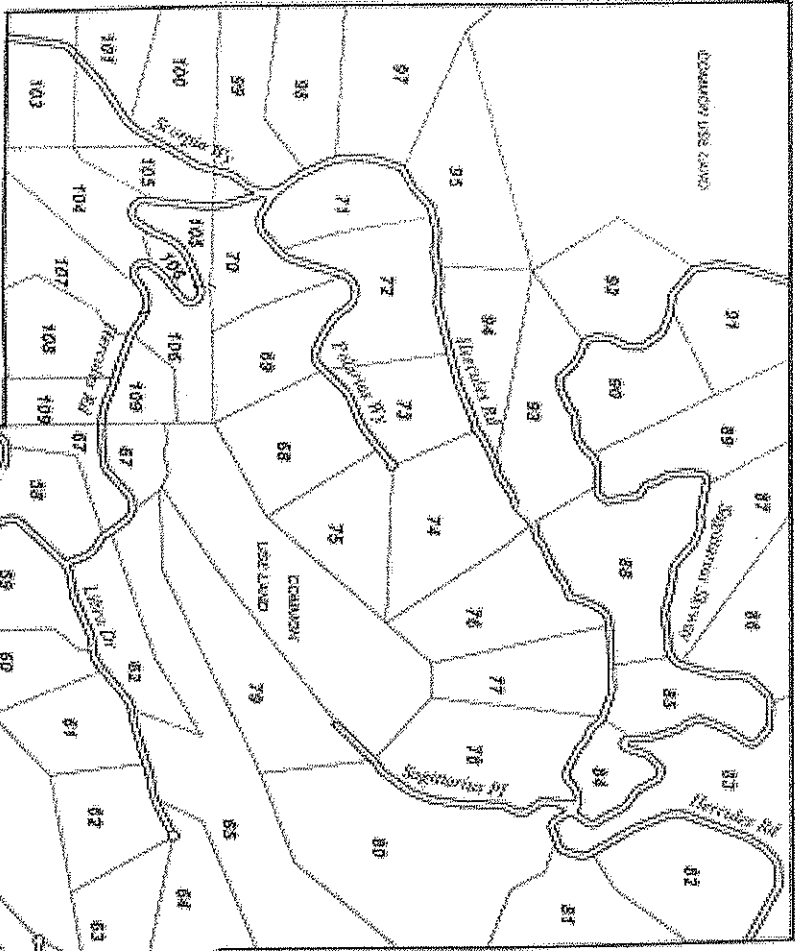


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EXHIBIT

F-4

EXHIBIT F-5



SOUTH GLASTONBURY

Scale: 1" = 1800'
 Date: February 18, 2004



tabbles'

EXHIBIT

F-5

EXHIBIT G

GLASTONBURY LAND USE MASTER PLAN

February 7, 2007

Beauty, Order and Harmony

GLASTONBURY LANDOWNERS ASSOCIATION, INC.
PO Box 312
Emigrant, Montana 59027
<http://www.gla-mt.org>



Statement of Purpose

The purpose of the Glastonbury Land Use Master Plan is to establish criteria for the development of Glastonbury North and Glastonbury South. It provides guidelines and standards that specify the type and character of development allowed in specific Topographical Areas. It also expresses a shared vision intended to encourage enlightened development, enhance property values and protect the quality of life. The Master Plan is the foundation for a thriving, family-oriented community built in beauty, order and harmony.

Due to its limitations as a static document, the Glastonbury Land Use Master Plan is simply one of several tools to build a community from the various neighborhoods that compose Glastonbury. Ultimately, the residents of Glastonbury have found that the spirit of community is the ability of its residents to come together with loving-kindness and respect for one another's values and vision.

History has shown that the formation of communities has not been helped or hindered by the economic status of the neighborhoods in which they are found. They have been formed everywhere, from ghettos to exclusive neighborhoods. What communities have in common is the ability to multiply the strengths of the residents, to dissolve artificial divisions and to form an invincible spirit of oneness of heart and purpose.

This Master Plan was created as a step toward forming a Community of Glastonbury.

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0.0 General Area Information

0.1 Description of Location

Glastonbury is located in Paradise Valley and the foothills of the Rocky Mountains in the southern half of Park County in southwestern Montana. It is approximately twenty-five miles south of Livingston and thirty miles north of Yellowstone National Park. The famous Yellowstone River meanders through the center of the valley, providing a serene foreground to the dramatic backdrop of the Absaroka Range to the east and the Gallatin Range to the west.

As early as the 1820s, fur trappers came to trap beaver in what was then the country of the Shoshone and Crow. In the mid-1800s, when the area was trapped out, gold prospectors began to arrive. The first groups of permanent settlers arrived in Park County to prospect for gold in the 1860s. When the mines in the mountains east of the Yellowstone River proved not as productive as hoped, many of the immigrants stayed to ranch and farm in the fertile valley. The timber industry developed to service the mines and the railroad and to build boats for river traffic.

The Northern Pacific Railroad ran a spur from Livingston down to Yellowstone National Park, finishing the line in 1902. The line ended its passenger service in 1948 because of the increasing use of automobiles for transportation to the park.

Agriculture and timber continue to be major sources of livelihood in Park County. The rest of the economic base is the railroad, light industry, dude ranches, the tourist trade (rafting, hunting and fishing) and community services. The only five-star dude ranch in Montana is located in Paradise Valley. Livingston is an art center, with several galleries showing the work of internationally known artists. A new and growing segment of Park County's economy is telecommuting businesses.

The town of Emigrant has several restaurants and small stores, a gas station and car wash, laundromat, bank, community meeting hall, church and a post office. Fire protection is provided by the Paradise Valley Volunteer Fire Department, located one mile east of Emigrant. Police protection is provided by the Park County Sheriff's Department.

Glastonbury North offers the Thomas More Montessori Preschool, Thomas More Elementary School for grades 1 - 6, and Henry Wadsworth Longfellow Academy, currently for grades 7 - 12. The closest public elementary school, Arrowhead, is located ten miles north and east on East River Road. The nearest high school is in Livingston, which also has grade schools, a hospital, retail stores, restaurants, museums, a bus depot and motels. The town of Gardiner, located thirty miles south of Emigrant at the north entrance of Yellowstone National Park, has motels, stores, gas stations and restaurants. The nearest national airport, Gallatin Field, is located just west of Bozeman, approximately sixty miles northwest of Emigrant.

This area of Montana is a recreation paradise, world-famous for its trout fishing, big game hunting and wildlife viewing. The Yellowstone River offers diversified rafting experiences, from the rapids of Yankee Jim Canyon north of Gardiner to a sedate float through the center of the valley. Forest Service lands and Yellowstone National Park offer

many opportunities for hiking, camping and cross-country skiing. Nearby Bridger Bowl in Bozeman and Big Sky Resort in Big Sky are downhill ski meccas. Historic Chico Hot Springs Resort, at the base of Emigrant Peak approximately five miles east of Emigrant, offers a nice soak in a hot pool and a swimming pool with warm water piped in from a natural hot spring. Also in the area are the Mountain Sky Guest Ranch and numerous bed and breakfast accommodations.

The Community of Glastonbury includes Glastonbury North and Glastonbury South. Glastonbury North has two entrances, one at Emigrant and the other one mile north. The Glastonbury South entrance is approximately five miles south of Emigrant, off Dry Creek Road.

0.2 Description of Glastonbury

Glastonbury was formerly two cattle ranches about two miles apart, purchased in 1982 by Royal Teton Ltd. It is bordered on the west by National Forest lands and on the north and south by operating cattle ranches. Glastonbury Landowners should be aware that these ranches are free to pursue normal agricultural practices in their operations, which may affect neighboring Landowners. Royal Teton Ltd., the initial developer, subdivided the ranches into twenty-acre or larger parcels, built gravel roads (some of which have since been paved), and installed underground power and telephone service.

Most water is drawn from individual wells that vary in depth from eighty to over six hundred feet. Wells in the higher elevations are generally deeper than wells in the foothill and plateau areas. Sewage disposal is individual septic tanks and drainfields. In 1997 the property began phasing out of long-term leased land to that of fee simple ownership. The Glastonbury Landowners Association Inc. (hereinafter "the Association") was formed to take over the administration of Glastonbury from Royal Teton Ltd.

Glastonbury North

Glastonbury North, the former Fridley Creek Ranch, consists of 1,545 contiguous acres which were originally divided into fifty-four parcels as depicted in Certificate of Survey 615A. It extends from the five-thousand-foot level near the valley floor up to over six thousand feet on its border near the Gallatin National Forest. The general topography ranges from the relatively gentle sloping terrain of the valley to moderately rolling foothills to the canyons and steep hills of the rocky forested areas. The vegetation ranges between cropland and grass or sagebrush and grass fields in the lower elevations to evergreen forests in the higher elevations. Fridley Creek runs through one side along with numerous springs and drainages.

The plateau area of Glastonbury North sits well above and to the north of Emigrant and is shielded from U.S. Highway 89 by a rocky ridge. These plateau areas are generally wide open and feel the southwest winds the most. A small area of the plateau has a natural shelter belt created by Fridley Creek.

Glastonbury South

Glastonbury South, the former Dry Creek Ranch, consists of 2,613 contiguous acres that were originally divided into 104 parcels as depicted in Certificate of Survey 616A. It extends from the five-thousand-foot level near the valley floor up to six thousand seven hundred feet on its two-mile common border with the Gallatin National Forest. The general topography ranges from the relatively gentle sloping terrain of the valley to moderately rolling foothills to the canyons and steep rocky hillsides. The vegetation ranges from cropland and grass to grass and sagebrush fields in the lower elevations, to evergreen forests in the higher elevations. Dry Creek and Golmeyer Creek traverse parts of Glastonbury South, along with numerous springs and drainages. Golmeyer Creek has a beautiful waterfall within sight of Hercules Road in the forested area.

The plateau area of Glastonbury South begins at its entry off U.S. Highway 89. It has a natural shelter belt created by tall trees along Dry Creek to the south and a hilly area to the north.

Middle and Higher Elevations of Glastonbury North and South

The middle area of both Glastonbury North and South is moderate foothills with grass- and scrub-covered slopes ranging between five percent and twenty percent grade. This rolling landscape is pocketed with flatter hollows and sheltered areas. Many parcels have dramatic panoramic views of the Yellowstone River and the mountains ringing Paradise Valley. Most of the areas, even in the hollows, have views of 10,921-foot-high Emigrant Peak in the Absaroka Range to the east and 10,299-foot-high Hyalite Peak in the Gallatin Range to the west.

The higher elevations of Glastonbury are partially forested. The rugged landscape is characterized by fir, pine, aspen and juniper trees that fill the draws and hug the leeward sides of the hills. The forests are interrupted by grassy meadows, steep rocky ridges, canyons and rock outcroppings. The forested area receives more rain and snowfall than the foothill and plateau areas.

Wildlife

Glastonbury enjoys much of Montana's wildlife. Mule deer regularly traverse Glastonbury traveling from the forests to the hayfields near the Yellowstone River. The forested areas provide cover for occasional herds of elk and are home to chickadees, Clark's nutcrackers, pine siskins and other hardy birds; small mammals such as squirrels, raccoons, porcupines and ferrets; and occasionally larger mammals such as mountain lions or black bears. The grasslands are home to voles, cottontail rabbits, hares, skunks, grouse and hawks. The spring sees the yearly return of song sparrows, goldfinches, mountain bluebirds, meadowlarks and swallows. In the autumn, bald and golden eagles can frequently be seen hunting and fishing along the Yellowstone River.

0.3 History

The division of Glastonbury into Original Parcels is indicated on Certificate of Survey maps 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village in Glastonbury

North Mobile Home Park plat on file and of record in Park County. These parcels and their subsequent development were regulated by:

- First assignment of covenants from Royal Teton Ltd. to Church Universal and Triumphant on December 30, 1986
- Second assignment of covenants from Church Universal and Triumphant, Inc. to Glastonbury Landowners Association on June 17, 1997
- Restated Declaration of Covenants for the Community of Glastonbury on September 26, 1997, which supercedes the previously listed documents.

The Association Board is responsible for enforcing the Restated Declaration of Covenants for the Community of Glastonbury (hereinafter "the Covenants") and standards that have been created pursuant to Section 2.07 of the Covenants. The Covenants provide for the creation of a land use master plan, and the Association Board is responsible for enforcing it.

Following the May 28, 1993, settlement with Park County, Tenancy-in-Common interests are allowed only between immediate family members. Tenants in common are required to follow the provisions set forth herein.

1.0 Residential Design

1.1 Residential Housing

Maximum residential development for a subdivided parcel is limited to one (1) single-family residence and one (1) Guest House or in-residence guest apartment per subdivided Tract or Lot. A guest house or guest apartment is only allowed on lots or tracts that are equal to or greater than the minimum lot size specified in the Residential Topographical Areas and Density Schedule (Section 3.5) and having a suitable dwelling site per the Project Review Committee.

Maximum residential development for an Original undivided Parcel is limited to one (1) single-family residence and one (1) additional single residence, both owned by the Landowner who owns the parcel. A formal subdivision, prepared and approved in accordance with the applicable regulations set forth by the Association Board, Park County and the Montana Department of Environmental Quality (DEQ) must be completed in order to further subdivide to limits shown in Residential Topographical Areas and Density Schedule.

1.2 Duplexes

Duplexes and other multi-family housing are not allowed in the Community.

1.3 Mobile Homes

No further Mobile Homes (as defined in 6.0) are allowed in the Community as residential units outside of the Golden Age Village. Existing Mobile Homes are grandfathered.

Any Mobile Home currently on a parcel may be replaced by a Manufactured Home that adheres to all other requirements in Section 1.0 of the Association's Mobile/Manufactured Home Standards. However Modular or stick-built homes are encouraged.

1.4 Manufactured Homes

Manufactured Homes must follow the Association's Mobile/Manufactured Home Standards and must be placed on a permanent foundation. Other forms of Factory-Built homes such as Modular, Panelized, or Pre-cut Homes are allowed in the Community.

1.5 Travel Trailers

Travel trailers are not allowed as residential units except during the construction of a primary residence and for no longer than eighteen (18) months. Recreational travel trailers may be stored on property but predominantly out of view.

1.6 Cottage Industries

To maintain the residential nature of our community, Cottage Industries may have a maximum of three (3) employees, not including those who live at the home business site. (See 3.08, 5.07 and 5.08 of the Covenants.)

1.7 Light Manufacturing

Light Manufacturing must be in compliance with state and federal laws and registered with and reviewed by the Association Board. To maintain the residential nature of our community, Light Manufacturing must (a) not produce substantial sound, odor or vibration such as to be a nuisance to others; and (b) have a maximum of seven (7) employees, not including those who reside at the home business site. Any development beyond seven (7) employees requires Association Board approval and may be subject to a road usage fee. (See 5.07 and 5.08 of the Covenants.)

2.0 Residential Design Criteria

Project Review Committee

The Association Board has delegated the responsibility for processing applications, making recommendations, and managing the approval process for any building projects or subdivision activities in the Community to the Glastonbury Project Review Committee (hereinafter "Project Review Committee"). However, the Association Board is responsible for all project approvals.

The following design criteria are the standards which will govern future development. While allowing for creativity and innovation in architecture, the Association Board and the Project Review Committee use these criteria to review proposed projects. All structures built before the adoption of this Master Plan are governed by the standards established by the original developer and used by the original Project Review Committee. Any new construction and/or addition to an existing structure is governed by the Master Plan.

Project Review

Before on-site construction may commence, the Project Review Committee must review all projects and submit them for approval to the Association Board per Section 6.01 of the Covenants. No building materials or structures may be placed on any site, nor shall building work commence, until written approval is received from the Association Board.

Submittals for Project Review Committee review must be completed as described in the project application form before a final decision can be rendered.

New applications for building projects must be submitted at least two (2) weeks before a subsequent Board meeting and will be reviewed by the Association Board in a timely manner to determine compliance with the applicable standards and performance criteria.

After a Landowner's submission of all required materials, the Project Review Committee will give the applicant a written response which may include the following:

- A) Preliminary approval to start construction, subject only to final review upon completion;
- B) Preliminary approval subject to conditions and final review;
- C) Recommendations for changing or improving the plans to meet standards;
- D) Tabling the application pending resolution of issues or submittal of additional information; or
- E) Disapproval based upon failure to meet minimum standards or inconsistency with the Covenants.

Building Placement – The placement of buildings shall take into consideration the existing features of terrain, drainage patterns and nearby residences. It is recommended that views, sun and wind exposure be taken into account. Buildings shall be set back from ridges and hilltops with no more than one (1) story visible above the ridgeline so that the building is not the predominant feature of the landscape. Compliance of plans shall be evaluated by the Project Review Committee.

Setbacks – New construction of homes and Accessory Buildings shall be set back a minimum of fifty (50) feet from property lines. The minimum setback can be reduced to twenty-five (25) feet in unusual circumstances through the variance process. The setback from a road is measured from the edge of the road easement. Outbuildings shall be set back a minimum of twenty-five (25) feet from property lines.

Height – Buildings are limited to a maximum height of thirty (30) feet above ground level. If the building site is on a slope, the height is measured from the lowest point of the slope.

Electric and Telephone Service – All electric and telephone cables shall be buried as per Section 6.03 of the Covenants.

Shelters – Owners of partially completed shelters must correct any hazardous or unsightly conditions and restore the site to its natural condition. This work includes, but is not limited to, open excavations, steep embankments, ungraded excavated material, metal debris and poorly sealed openings to underground chambers. An implementation plan with a realistic construction schedule for correction(s) must be submitted to the Association Board within one (1) year after approval of this Master Plan. The plan must address uncompleted exterior work and will be subject to on-site inspection by the Project Review Committee for the Association Board. A complete and acceptable plan will be approved by the Association Board within ninety (90) days of receipt. A shelter will have up to (1) year from the approval date to complete all work described in the

implementation plan. If the approved implementation plan is not adhered to by the Shelter owner(s), the Association Board may take appropriate action to remedy the situation, including, but not limited to, placing a lien on the property or further legal remedies to cover cleanup cost.

Institutions – Institutional and quasi-public activities, improvements and structures, such as schools, churches, health care facilities, museums, libraries, fire stations, community centers, etc., shall be allowed as provided in Sections 5.09 of the Covenants. Site and building plans must be submitted to the Project Review Committee and will be brought before the Association Board through a comprehensive variance review process prior to carrying out any project.

Nuisances and Eyesores – Per Section 5.05 of the Covenants all storage containers, unused vehicles, abandoned travel trailers and inactive excavations in open view of the platted roads or other parcels shall be considered a nuisance and an eyesore. If an accumulation of materials creates an eyesore or potential fire hazard and is not remedied by a Landowner after the Association Board gives due notice, the Association Board may take appropriate action to remedy the situation.

2.1 Residential Design Recommendations

Orientation – It is recommended that residences be placed in such a manner that retains maximum open spaces and natural features. This design utilizes natural features of the parcel to create greenways and park-like settings. In addition, solar exposure and prevailing wind direction should be considered.

View Shed – New construction should be situated in such a way that it will not obstruct an existing homeowner's primary view and should uphold reasonable aesthetic standards in harmony with the surrounding terrain. With due consideration for private property rights, neighboring homeowners are encouraged to work with one another and the Project Review Committee in resolving any view shed issues.

Landscaping – Overall landscaping is recommended to blend with or enhance the existing natural landscape. Use of plants that survive well in the cold and dry Rocky Mountain zone achieves this goal and reduces necessary watering. Landscape elements can be used to maintain the open atmosphere, add necessary windbreaks or soften the impact of buildings, driveways and parking areas. Deer-proof plantings such as spruce and wild flowers are also recommended near buildings.

Roof Overhangs – Roof overhangs are recommended to be a minimum of two (2) feet measured in the horizontal direction in areas of pedestrian traffic.

Building Extensions – Extensions of the main building, in the form of balconies, decks or covered walkways to detached buildings, are encouraged. These design elements provide visual interest and add appreciable protection from wind and inclement weather.

Liquid Propane (LP) Gas Tanks – It is recommended that LP gas tanks be screened from view by landscaping, fencing or some other creative manner that does not cause deterioration or have the potential to trap gas and cause an explosion hazard. Underground tanks made especially for burial shall be installed according to manufacturer's recommendations, including cathodic protection and cathodic test station.

Metering Devices and Transformers – Outdoor metering devices, transformers and utility apparatus are recommended to be concealed from the view of public spaces or neighboring properties.

Driveways and Parking – Driveways and parking areas are recommended to be gravel, asphalt or concrete.

3.0 Description of Residential Topographical Areas and Density

3.1 Overview

The Residential Topographical Areas and Density Schedule (Section 3.5) flows from the location of individual parcels. A parcel's capacity for development is determined by access, road snow removal, fire protection, visual impact, terrain and surrounding land use. The density standards are also based upon the community survey results. The Residential Topographical Areas and Density Schedule creates a standard whereby Landowners gain a level of stability in knowing what to expect in growth. The overall effect is to preserve the rural residential character while encouraging orderly growth. Orderly growth promotes beauty and harmony. The practical and geographic nature of the Topographical Areas also creates the potential for developing a greater sense of community within the Community. By allowing some varying densities for development in Residential Topographical Areas, the Master Plan allows a wide variety of residential development that can respond to individual demands.

Changes to the Residential Topographical Areas and Density Schedule must be approved by a vote of fifty-one percent (51%) of all Landowners.

3.2 Maximum Number of Lots per Original Parcel

The maximum number of Tracts/Lots into which an Original Parcel in each Topographical Area may be subdivided is indicated in the Residential Topographical Areas and Density Schedule (Section 3.5).

3.3 Minimum Size of a Subdivided Tract or Lot

The minimum size for a subdivided Tract or Lot within any of the Residential Topographical Areas shall be as indicated in Residential Topographical Areas and Density Schedule (Section 3.5). Even with a variance no Tract/Lot may be less than two (2) acres. Tracts/Lots completed prior to the adoption of the Master Plan are grandfathered.

3.4 Descriptions of Topographical Areas Used in Section 3.5

(Refer to Section 3.5 and the following Residential Topographical Area Maps.)

Areas have been classified based on topographical description, but this may not apply exactly to every parcel.

Plateau Area – This is the relatively flat benchland in the lower elevation with easy access, having gentle hills, a few trees, sagebrush and native grasses.

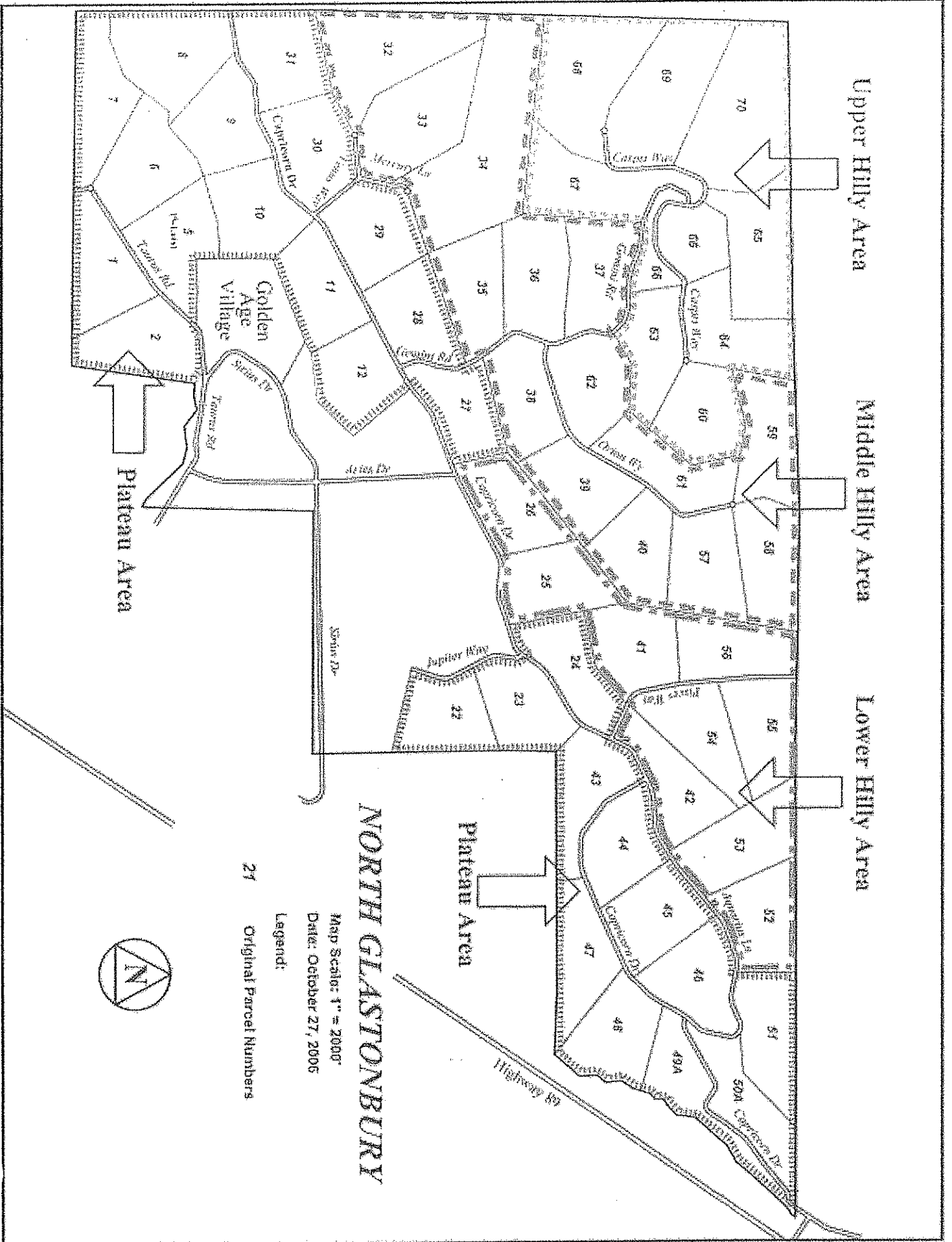
Lower Hilly Area – This is similar to the Lower Plateau Area but with somewhat steeper hills, slightly higher elevations and easy access.

Middle Hilly Area – Access is medium with rock outcroppings and canyons, sagebrush, and occasional stands of trees.

Upper Hilly Area – Access is more difficult, with some steep slopes and challenging terrain. It is a mix of grass lands, sage, juniper and trees in the various drainages.

Lower Forested Area – Located in South Glastonbury, these are limited development areas because of difficult access, rock outcroppings, steep slopes and challenging terrain. This area is a mix of forest, sagebrush and meadows. The area is accessed from Hercules Road and Libra Drive.

Upper Forested Area – Located in South Glastonbury. Access to the highest land is difficult in winter. There are steep slopes, rock outcroppings, narrow canyons and forested places. (Having forested wildland within one hundred (100) feet of your home is considered high fire risk.)



Upper Hilly Area

Middle Hilly Area

Lower Hilly Area

Plateau Area

Plateau Area

NORTH GLASTONBURY

Map Scale: 1" = 2000'

Date: October 27, 2006

Legend:

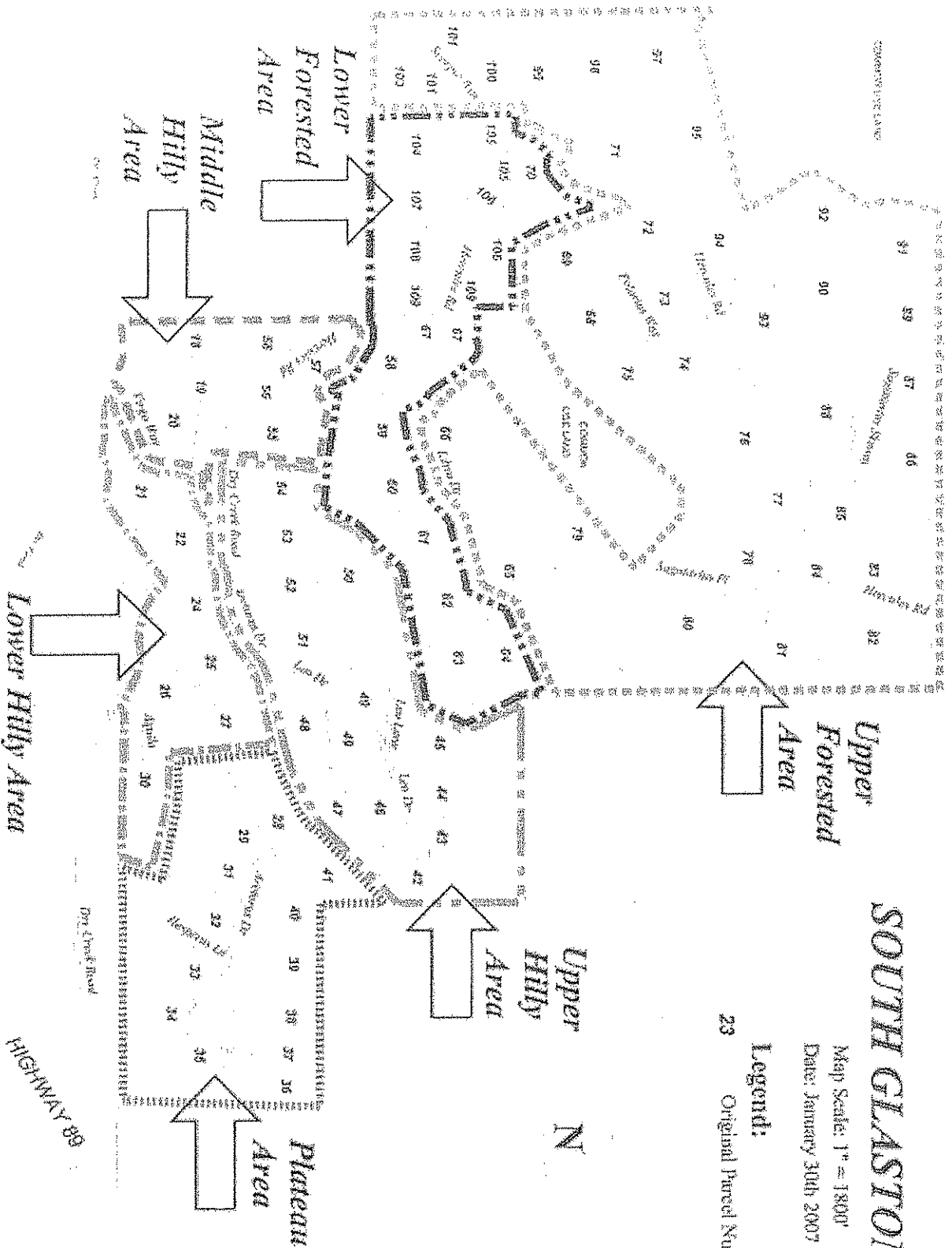
21 Original Parcel Numbers



SOUTH GLASTONBURY

Map Scale: 1" = 1800'
Date: January 30th 2007

Legend:
23 Original Parcel Numbers



3.5 Residential Topographical Areas and Density Schedule

Topographical Area Description and Parcel Numbers	Max. # Tracts/Lots per Original Parcel	Min. Acres per Tract/Lot	Max. Height	House & Accessory Bldg. Setbacks		Outbuilding Setback
				Front	Side & Rear	
Glastonbury North						
Plateau Area 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 24, 27, 28, 29, 30, 31, 43, 44, 45, 46, 47, 48, 49A, 50A, 51	5	3.0	30 ft	50 ft	50 ft	25 ft
Lower Hilly Area 25, 26, 41, 42, 52, 53, 54, 55, 56	6	2.5	30 ft	50 ft	50 ft	25 ft
Middle Hilly Area 32, 33, 34, 35, 36, 37, 38, 39, 40, 57, 58, 59, 61, 62	5	3.0	30 ft	50 ft	50 ft	25 ft
Upper Hilly Area 60, 63, 64, 65, 66, 67, 68, 69, 70	3	4.0	30 ft	50 ft	50 ft	25 ft
Common Use Land Tract 1 of COS 1173 (not on map)	None	N/A	N/A	N/A	N/A	N/A
Golden Age Village Parcels: Lots 1-49 on portions of 3, 4	N/A	N/A	1 story	15 ft	5-7 ft	N/A
Glastonbury South						
Plateau Area 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	5	3.5	30 ft	50 ft	50 ft	25 ft
Lower Hilly Area 21, 22, 24, 25, 26, 27, 30	5	3.5	30 ft	50 ft	50 ft	25 ft
Middle Hilly Area 18, 19, 20, 55, 56, 57	4	3.0	30 ft	50 ft	50 ft	25 ft
Upper Hilly Area 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54	5	3.5	30 ft	50 ft	50 ft	25 ft
Lower Forested Area 58, 59, 60, 61, 62, 63, 64, 67, 70, 104, 105, 106, 107, 108, 109	3	4.0	30 ft	50 ft	50 ft	25 ft
Upper Forested Area 65, 66, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 103	2	10.0	30 ft	50 ft	50 ft	25 ft
Common Use Land 96, 102	None	N/A	N/A	N/A	N/A	N/A

4.0 Variances

The Association Board will consider a variance from the requirements of this Master Plan when it can be shown that, because of special and unusual circumstances related to a specific piece of property, strict application of the Master Plan would cause an undue or unnecessary hardship. For a variance to be granted all criteria for granting a variance must be met (see section 4.2). In granting a variance, the Association Board may attach conditions it finds necessary to achieve compliance with the criteria set forth in this Master Plan.

4.1 Variance Process

The Project Review Committee is authorized by the Association Board to conduct the variance process. The Project Review Committee receives and reviews the variance request to determine how it conforms and varies from this Master Plan. Variance requests, such as setbacks, height, or location issues that do not adversely impact neighbors, can be dealt with by the Association Board directly without neighborhood review.

All variance requests to 1) increase the number of divisions per Original Parcel, 2) to lower the minimum acreage requirements as listed in the Residential Areas and Density Schedule, or 3) that may adversely affect neighbors will go through a variance review procedure that includes Neighborhood as well as Association Board review. In this more comprehensive variance review, the Project Review Committee presents its findings and recommendations to the Association Board for consideration and a vote. The Association Board will hold a hearing of all parties concerned and take into consideration input from the Landowner applying for the variance and from neighboring Landowners. The Association Board will make the final decision.

All building sites are required to meet acceptable state, water and septic system requirements set forth by the Montana DEQ.

4.2 Criteria for Granting a Variance

A variance may be granted upon finding compliance with all of the following criteria:

1. Exceptional or unusual circumstances exist over which the Landowner has no control (for example, topography).
2. The requested variance is not materially detrimental to neighboring properties; or if the requested variance may adversely affect neighbors, the Landowner requesting the variance may offer mitigating actions to help offset any detrimental effect of the requested variance, subject to review by the affected Landowners and the Association Board.
3. The variance requested is the minimum variance to remedy a particular circumstance.
4. No more than one (1) variance process will be allowed per Original Parcel for reducing acreage size below the minimum acreage or that would increase the number of Tracts/Lots beyond that which is established in the Residential Topographical Areas and Density Schedule (Section 3.5).
5. All variances must meet local, county and state requirements.

4.3 Variance Project Approval

Approval shall be issued in accordance with the terms set forth in Variances (Sections 4.0, 4.1 and 4.2).

5.0 Administration

5.1 Governing Documents

In addition to this Master Plan, all Landowners and prospective Landowners are responsible for being familiar with the Articles of Incorporation of the Association, the Bylaws, and the Covenants. These legal documents are available upon written request addressed to the Association: Legal Forms, P.O. Box 312, Emigrant, MT 59027. The Association holds Landowners accountable for their renters or guests being aware of and abiding by the Covenants.

5.2 Master Plan Review

The Master Plan will be reviewed by the Association Board within five (5) years to ensure that its objectives, policies and implementation procedures serve the Community's interests. Any needed adjustments to adequately relate to current demographic and market conditions will be brought before the Landowners by the Association for a vote in the same manner as the Master Plan's original adoption, per Section 2.06 of the Covenants.

After the Master Plan's adoption, changes to the Master Plan will be in accordance with Section 2.06 of the Covenants. Any changes to the Master Plan must be in accordance with Section 12.01 of the Covenants.

5.3 Major Density Changes

To allow for changes in the Community, major changes to the density schedule shown in Section 3.5 may be initiated by Landowners of a Residential Topographical Area applying to the Association Board. A public meeting will be held on the proposed change. Then the Association Board will bring the proposal to all Landowners for a vote, with fifty-one percent (51%) of all Landowners required to approve the change.

5.4 Project Fees

The Association Board may charge a fee for review of applications, for projects, subdivision, and a variance in accordance with a fee schedule to be established by the Association Board.

5.5 Subdivision Approval Process

It is the responsibility of the Landowner to obtain the Association Board's written approval for any subdivision in the Community prior to receiving final approval from Park County. The Association Board shall give such approval only when the parcel's Landowner(s) have fulfilled all matters and conditions pertaining to the application. Landowners may obtain the necessary forms by writing to GLA Project Review Forms, P.O. Box 312, Emigrant, MT 59027 or by obtaining Architectural Review forms from the Association web site at www.mt-gla.org.

6.0 Definition of Terms

Except as may be modified or substituted below, all definitions included in the Covenants are incorporated in the Master Plan by reference. For the purposes of the application, administration and enforcement of the policies and standards of the Association Board and Master Plan, important terms are defined as follows:

Accessory Building – A structure larger than five hundred (500) square feet on the same Lot as the principal or main building devoted to a use for Cottage Industry, Light Manufacturing. Design standard for an Accessory Building must be comparable to the main structure.

Agricultural Use – Management of any land for agriculture; horses, poultry and other livestock (swine are prohibited); forestry; horticulture or orchards, including the sale of products grown or raised directly on such land; and fish ponds.

Certificate of Survey – A drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

Commercial Use – Any use involving the sale, rental, or distribution of goods, services, or commodities, either retail or wholesale, or the provision of recreation facilities or activities for a fee.

Cottage Industry – An industry whose labor force consists primarily of family or communal units working at home.

Division of Land – The segregation of one (1) or more parcels of land from a larger Tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the Tract or properly filling a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act and the Master Plan. The conveyance of a Tract of record or an entire parcel of land that was created by a previous division of land is not a Division of Land.

Grandfather Clause – The inclusion of any pre-existing structure, which is already in use and which was in compliance with all applicable laws, rules, regulations, permits or applications required at the time of installation, through the Glastonbury Landowners Association, and all county and state requirements.

Guest House – A guest house is a separate structure owned by the Landowner intended for occasional guest use and not as a permanent residence, not to exceed 1,200 square feet.

Light Manufacturing: The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing. Light manufacturing is also characterized by low intensity and impact, with minimal noise, air pollution, emissions, odors, vibration, dust, dirt, glare, heat, fire hazards, wastes, traffic impact and visual impact.

Lot – Any newly created subdivision of land from a subsequent subdivision of any Tract which was subdivided from an Original Parcel in the Community.

Manufactured Home – A single-family house constructed entirely in a controlled factory environment and built to the federal Manufactured Home Construction and Safety Standards (better known as the HUD Code, which came into effect June 15, 1976). A Manufactured Home is built on a non-removable steel chassis and is transported to the building site on its own wheels; multi-part units are joined at their destination. To be classified as real estate (rather than personal property) in the state of Montana, a Manufactured Home must be placed on and secured to a permanent foundation and have the running gear and wheels removed.

Mobile Home – A factory-assembled structure or combination of structures: 1) built prior to June 15, 1976; 2) equipped with necessary service connections; 3) made to be readily movable as unit(s) and on their own running gear; 4) designed, used and installed as a dwelling unit without a permanent foundation. All Mobile Homes constructed after June 15, 1976, are required to have a red HUD sticker on the structure (Park County Subdivision Reg., June 1993). A Modular, Manufactured or Factory-Built Building is not considered a Mobile Home when it is set on a permanent foundation that meets state requirements as real property.

Mobile Home Park – A Tract of land providing two (2) or more Mobile Home lots for lease or rent to the general public, per Park County Subdivision Reg., June 1993.

Modular or Factory-Built Building – A factory-assembled structure or structures equipped with the necessary service connections, but not made to be readily movable as a unit or units and designed to be used with a permanent foundation. “Factory-Built Building” does not include manufactured housing constructed after June 15, 1976, under the HUD National Mobile Home Construction and Safety Act of 1974 (Park County Subdivision Reg., June 1993). Modular or Factory-Built Buildings also include those units constructed or approved in accordance with the Uniform Building Code as adopted in Montana (Sec. 50-60-402, MCA).

Original Parcel – Any parcel that was included in any of the original or revised Certificates of Survey establishing the parcels or realigning the boundaries between parcels in the Community, including, but not limited to Certificate Of Survey Nos. 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village in Glastonbury North Mobile Home Park Plat.

Outbuilding – Any building less than five hundred (500) square feet that is not a dwelling.

Panelized Home – Factory-built housing in which panels (a whole wall with windows, doors, wiring and outside siding) are transported to the site and assembled.

Pre-cut Home – Typically a kit, log or dome-style house in which building materials are factory-cut to design specifications, transported to the site and assembled.

Setback – The distance from the property line to the nearest part of the applicable building, structure, waterway, canal, stream, ditch, river, or sign, measured perpendicular to the property line.

Subdivision, Major – A subdivision which does not qualify for review as a Minor Subdivision according to Park County Subdivision Regulations and the Residential Topographical Area and Density Schedule (Section 3.5). A variance is required for a Major Subdivision.

Subdivision, Minor – A subdivision containing five or fewer Tracts/Lots in conformance with Park County Subdivision Regulations and to the Residential Topographical Area and Density Schedule (Section 3.5) where proper access to all Lots is provided.

Tenancy in Common – Real estate held by two or more persons, in which each has an "undivided interest" in the property. All have an equal right to use the property, even if the percentage of interest is not equal. There is no "right of survivorship" if one of the tenants in common dies; each interest may be separately sold, mortgaged or willed to another.

Topographical Area – A division with a designated density in the Residential Topographical Areas and Density Table (Section 3.5) with requirements for minimum lot size and the use, placement, setbacks and height requirements of structures.

Tract – A newly created subdivision of land from the first subdivision of an Original Parcel in the Community.

7.0 Codes and Standards

All applicable state and county building, electrical, plumbing, mechanical, energy and sanitary codes and regulations must be adhered to for all structures. These may include but are not limited to:

Uniform Building Code	National Electrical Code	Septic Tank Standards
Uniform Mechanical Code	Uniform Fire Code	State of Montana Energy Conservation Standards
Uniform Plumbing Code	Life Safety Code	

8.0 Disclaimer

Neither the Association, the Association Board, nor the Project Review Committee, their officers or committee members are responsible for the design, structural safety, engineering or legality of any proposed or approved building project, structure or proposed subdivision, nor will the project approval be considered as an assumption of such responsibility. The Association, its members, officers, committees or subcommittees shall not be liable to any Landowner, contractor, developer or any other person for any damage, loss or prejudice suffered or claimed on account of the approval, correction, amendment or change of any plans, drawings and specifications, whether or not defective; the rejection of any plans, drawings and specifications not found in conformance with the Covenants or Master Plan; the construction or performance of any work, whether or not following plans, drawings or specifications approved by the Association Board; the manner of any development of any land in the Community.

It is the Landowner's responsibility to comply with all obligations under the Covenants, the Master Plan and all applicable county, state and federal laws and codes.

EXHIBIT H

MINNICK MANAGEMENT, INC HOME OWNERS ASSOCIATION MANAGEMENT AGREEMENT

This Property Management Agreement is made and entered into on December 1, 2012 between Minnick Management, Inc. and Glastonbury Landowners Association, Inc., hereinafter called GLA. GLA hereby appoints and grants Minnick Management Inc. the exclusive right to conduct the activities defined below for the Glastonbury Landowners Association in Emigrant, Montana and appoints Minnick Management, Inc. as its agent to carry out such activities.

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

The term of this Agreement shall continue until terminated by one of the parties, which may be carried out by either party to this this contract by way of written notice provided at least 60 days in advance of such termination.

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

Financial Management:

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

Collection/Disbursement of Monies

- Collect GLA assessments (produce & mail annual and/or quarterly statements for assessments; warning, collection, and lien letters using GLA templates, etc.).
- Coordinate with title companies for collection of assessments at closing.
- File liens on delinquent landowners as directed by the board.
- Process accounts payable and accounts receivable on a monthly basis.
- Maintain and reconcile GLA operating and reserve accounts under board supervision.
- Prepare checks for designated director to sign and/or forward bills to get approval to pay.

Reporting

- Produce monthly financial statements, PDFs by e-mail & hard copies for Board meetings.
- Produce year-end financial reports
- Assist in the preparation of annual operating budgets as the Board directs.
- Coordinate the annual tax return with the GLA accountant.
- Coordinate and assist in any audits.
- Once prepared by accountant, submit the annual corporation tax filing with the State.
- Provide to the Board additional information such as custom reports, lists or other particular information as requested by the Board

Employee/Independent Contractor Accounting & Reporting

- Maintain Employee and Independent Contractor records
- Request Independent Contractor Exemption Certificate, SS#, EIN# or other required information for proper administration

EXHIBIT	
H	_____

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- Receive invoices approved to pay from designated director(s) and prepare checks for designated director to sign.
 - Handle payroll processing including checks, pay stubs and reporting.
 - File all required tax forms for both Employees and Independent Contractors according to good business practices and legal compliance.

53 **Administrative Management:**

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55 **Association Records**

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- Hard copy storage & scan to upload on SharePoint as appropriate.
 - Maintain landowner membership records in QuickBooks.
 - Maintain landowner hard copy correspondence records for financial management matters listed above.
 - Maintain landowner hard copy record of correspondence mailed out and/or received on matters other than financial management.
 - Project review status and covenant violation resolution.
 - Only previous year's financial records needed for GLA management, but can store other necessary GLA hard copy records (all boxes should be clearly labeled with contents & dates included in each box).

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67 **Meetings**

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- Prepare for and attend 1 monthly Board meeting and the annual meeting and election; advise concerning streamlined, consistent policies & procedures; offer examples or templates. *Not included: research or creating the policies, forms and procedures.*
 - Two representatives at meetings when possible; one to assist with minutes.
 - Provide copies of agenda & hand-outs for Board and annual meetings.
 - Provide copies of materials to be included in landowner binders for meetings.
 - Assist in agenda development by handling agenda item requests from Board and landowners which are then given to designated director to incorporate into agenda.
 - Produce meeting minutes for board meetings with designated director.
 - Annual meeting and election mailings: Assist in producing and mailing out appropriate materials for Nomination mailing in September, and Candidate mailing with ballots in October. Receive mail from nominees and compile information for Board/Committees to handle in creating content of Candidate mailing.
 - Annual meeting and election: oversee election process; volunteer crew and ballot collection; tally and reporting, including absentee & proxy.

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84 **Communications**

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- 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.

- 95 • For issues relating to covenant violations or other particular matters, correspond with
- 96 landowners as directed by the Board and signed by the Board.
- 97 • Mail out Welcome Packet for new landowners as directed by the Board.
- 98 • Website updates on SharePoint.
- 99 • Duplicate newsletter and mail out with quarterly statements or as directed by the Board.
- 100 • Keep track of mailing lists used for mailings for possible future reference.
- 101 • Handling emergency communications such as wildfire, natural disasters would be done
- 102 in addition to regular fees, with cap on total hours set beforehand; rate to be worked out
- 103 when service details are agreed upon.

104 **Site Management:**

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

113 **Project Reviews:**

- 114 • Perform basic administrative duties for project review applications, ensuring that all
- 115 information and necessary fees have been provided prior to board review.
- 116 • Variances and or other projects that require extra time to process and prepare are
- 117 subject to additional costs as described under Minnick Management Inc. fee structure.

118 **GLA agrees to abide by the following:**

- 119 1. Provide all documentation and records required by Minnick Management Inc. to carry out the
- 120 duties described herein. Board of Directors will supply or create requested notices, newsletters, or
- 121 other written correspondence to be sent to owners. In cases where precedent has been set and the
- 122 appropriate previously created notice or letter accepted by Board is available, Minnick
- 123 Management Inc. will automatically use such letter unless otherwise instructed by Board.
- 124 2. Indemnify and hold Minnick Management Inc. harmless from all costs, expenses, suits, liability,
- 125 damages, and claims of every type, including but not limited to any such suits, liabilities, damages
- 126 and claims asserted against Minnick Management, Inc. in carrying out legal directives of the Board
- 127 of Directors and those arising out of injury or death of any person(s), in any way relating to the
- 128 management or operation of the property by Minnick Management Inc. or any person employed by
- 129 Minnick Management Inc., or the performance or exercise of any of the duties, power, or
- 130 authorities herein or hereafter granted to Minnick Management Inc., except to the extent due to the
- 131 negligent or intentional acts of Minnick Management Inc. or any person in Minnick Management
- 132 Inc.'s firm.
- 133 3. To provide liability and property damage insurance adequate to protect the property and to name
- 134 Minnick Management Inc. as additional insured if requested.

143 **General Terms:**

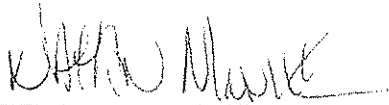
144
145 Minnick Management Inc. must provide Worker's Compensation insurance for all employees utilized
146 for labor services provided to GLA.

147
148 Minnick Management Inc. will provide the Board of Directors a proof of their own general liability and
149 other operating insurance as well as a copy of their Property Management License upon request.
150

151 **The Minnick Management Inc. fee structure:**

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153 GLA agrees to pay Minnick Management Inc. as follows:

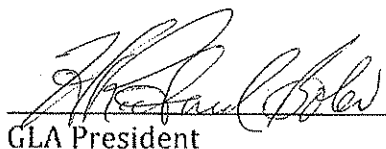
- 154 1. Management Fee in the amount of \$4.75/land division per month.
- 155 2. Reimbursement for postage, printing & reproduction copy, office supply & like office incidental
156 expenditures incurred directly from the administration of the association. All copies are
157 tracked for the month and billed at ten cents each, and postage at cost; no other office supply
158 fees unless mutually agreed upon.
- 159 3. Project review clerical administration of variances and/or projects requiring additional time to
160 process will be billed by Minnick Management, Inc. to the GLA at the rate of \$20/hour.
- 161 4. Full membership mailings: charge for envelopes, copies & postage but not for stuffing and
162 mailing. The GLA generally has 6 full membership mailings/yr (4 quarterly statements &
163 newsletter; 2 annual meeting/election materials).
- 164 5. In the event that GLA requests Minnick Management Inc. to take on work exceeding the scope
165 of this Agreement or usual and normal management responsibilities, then a fee shall be agreed
166 upon for such services before the work begins. Standard management does not include the
167 coordination of construction and/or repairs, additional mileage, modernization, restorations,
168 rehabilitations, insurance claim repair supervision, or obtaining tax & legal advice on behalf of
169 the association.
- 170 6. For consideration of the additional administrative work required, 50% of all collected late fees
171 from delinquent homeowners become property of Minnick Management, Inc. For accounts that
172 have been delinquent prior to Minnick Management, Inc. being involved; only those late fees
173 which accrue to the account beginning February 1st, 2012 will be eligible for the 50%
174 disbursement to Minnick Management, Inc. when such fees are collected.
- 175 7. \$50 per lien filing plus clerk and recorders filling fees shall be collected by Minnick
176 Management, Inc. for any liens filed on delinquent homeowners. \$50 per lien release filing plus
177 clerk and recorders filling fees. Lien Filing and Release Fees are charged back to the
178 homeowner.

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182 12/12/2012

183 Minnick Management, Inc.

Date

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188 GLA President

Dec 17 2012
Date

EXHIBIT I

Updated
6/27/11

GLASTONBURY LANDOWNERS ASSOCIATION
PROJECT REVIEW APPLICATION COVER SHEET

Parcel/Tract No. 90 + 91 North South COS No. 616A

Name(s) of Applicant(s): Pete + Cyrese Erickson

Parcel Owner(s): Pete + Cyrese Erickson

Mailing Address: 98 E. Napperville Road, Westmont, IL 60559

Telephone (day): 630-240-3426 Telephone (evenings): 630-929-7900

In keeping with the Restated Covenants, I request that the Glastonbury Landowners Association (GLA) Project Review Committee review and approve the following project(s) or proposal(s) for the above-described property in the Community and further, I state that I am abiding by all laws, rules, and regulations of Montana and Park County and the Restated Covenants, Master Plan and rules and standards of Glastonbury in carrying out the project/proposal. I understand that the Glastonbury Landowners Association's approval--and any comments or recommendations--does not constitute an endorsement or approval of the design, engineering, safety or legality of the proposed project or any structures, and the Glastonbury Landowners Association, the Committee, and all of their agents shall not be liable therefore. I also understand that my project must be completed within 18 months from the date of GLA approval. (Note: For building projects this means that at the minimum--the siding, windows, roof, including shingling and secured doors, etc., must be completed.) If my project is not completed in the 18 month time period, I understand that I must apply to the GLA for a time extension to complete the project.

[Signature] Date 7/25/11
APPLICANT'S/PARCEL OWNER'S SIGNATURE

If your project is located on a subdivided lot, please answer the following: N/A

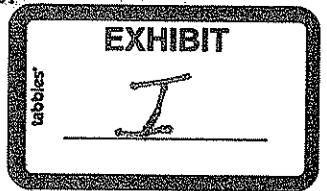
- What is the name of your subdivision? _____
- Have you read your particular subdivision covenants? Yes No
- Is your project in compliance with those subdivision covenants? Yes No
- Do the proposed structures and/or other improvements such as driveway, well or drainfield follow the original specified placements approved by the county and DEQ? Yes No
- Have you presented your project to your subdivision board or representative? Yes No

After reviewing the fee sheet on page 2, please fill in the following and attach your check for the necessary amount (cancelled checks are your receipts).

APPLICATION FEE	\$ <u>25.00</u>	
IMPACT FEE TOTAL	\$ <u>2325</u>	→ TBD
SANITATION BOND	\$ <u>250</u>	→ subtotal: 2600
GLA ASSESSMENT FEES OWED*	\$ <u> </u>	pd 4/25: -300
TOTAL ENCLOSED	\$ <u> </u>	Total owed: \$1800

* The GLA requires that you bring your assessments current before beginning a new project and that you are in compliance with the Covenants, Master Plan and Standards.

Send your forms and checks to:
Glastonbury Landowners Association, Box 312, Emigrant, MT 59027



PROJECT APPLICATION INSTRUCTIONS

*Updated
6/27/11*

Please complete the Application Cover Sheet plus all forms and supplementary information pages as appropriate to each of the projects or proposals you are submitting. If requesting a review or approval of more than one project or proposal in any of the categories, please use a separate sheet for each one. You may make additional copies of these pages or obtain them from the GLA or the GLA website (www.gla-nt.org). We recommend you make copies of your completed application for your personal records.

The Project Review Process consists of 2 parts: 1) before beginning a project, the plans are submitted to the GLA board for preliminary review 2 weeks prior to the regularly scheduled monthly board meeting. The project may be given Preliminary Approval with or without conditions, or disapproval. 2) after the project has been completed, the applicant will request Final Approval by submitting the Application Cover Sheet and Form F "Final Approval" to the GLA. A member of the Project Review committee will verify that the conditions of preliminary approval have been met, and if so, the Sanitation Bond will be refunded.

The Glastonbury Landowners Association, the Project Review Committee, and their agents shall have no liability or obligation for any of their actions or failures to act hereunder to any person or entity. The relationship between the GLA, its committees or agents and landowners shall be deemed to be that of independent contractors, and not that of principal and agent, trustee and beneficiary, partnership or joint venture. The GLA's approval, and any comments or recommendations, does not constitute an endorsement or approval of the design, engineering, safety or legality of the proposed project or any structures, and the GLA, the Committee, and all of their agents shall not be liable therefore. You are advised to hire a consultant specializing in the type of project you are proposing.

Please indicate the type of project and fill out the corresponding form(s) as appropriate.

Form A. Proposed Residential Construction Project and/or Property Improvements

Size of Structure:	Impact Fee for:		Sanitation Bond for:	
	Structure/Addition	Residence/Dwelling	Structure/Addition	Residence/Dwelling
<input type="checkbox"/> 500 s.f. or less	\$50	\$200	\$100	\$250
<input type="checkbox"/> 501-1000 s.f.	\$100	\$250	\$150	\$250
<input type="checkbox"/> 1001-1500 s.f.	\$150	\$300	\$200	\$250
<input type="checkbox"/> 1501-2000 s.f.	\$200	\$350	\$250	\$250
<input type="checkbox"/> 2001-2500 s.f.	\$250	\$400	\$250	\$250
<input type="checkbox"/> 2501-3000 s.f.	\$300	\$450	\$250	\$250
2 - <input checked="" type="checkbox"/> over 3000 s.f.	\$350	\$500 X 2 = 1000	\$250	\$250

- 2 - Mileage Impact Fee for new residential or commercial construction: 7.5 Miles x \$50 = X 2 = 750
- Well or Water Source other than Well Impact fee: \$75 Sanitation Bond: \$100
 - Septic / Drainfield Impact fee: \$75 Sanitation Bond: \$100
 - Driveway - Single Residence Impact fee: \$75 Sanitation Bond: \$100
 - Maximum Sanitation Bond for Combination of the Above Sanitation Bond: \$250

Form B. Proposed Subdivision / Family Conveyance / Road / Driveway

- Subdivision / Family Conveyance Impact fee: \$150 Sanitation Bond: \$100
- Boundary Adjustment Impact fee: \$0 Sanitation Bond: \$0
- Road / Multi-Use Driveway Impact fee: \$200 Sanitation Bond: \$100

Form C. Proposed Manufactured / Factory-Built Home Placement

- Manufactured Home Placement Impact fee: \$100 Sanitation Bond: \$100
- Factory-Built Home Placement 1600 s.f. or less Impact fee: \$100 Sanitation Bond: \$100
- Factory-Built Home Placement over 1600 s.f. Impact fee: \$150 Sanitation Bond: \$150

Form D. Proposed Other Construction Project

- Commercial/Institutional Impact fee: TBD Sanitation Bond: TBD
- Sign Impact fee: \$25 Sanitation Bond: \$50
- Other (specify): _____ Impact fee: TBD Sanitation Bond: TBD

Form E. Proposed Variance from Covenants and Rules of the Community

- Variance (minor - does not affect neighbors) Impact fee: \$50 Sanitation Bond: TBD
- Variance (major - involves a change in density standards or lot size; may affect neighbors; may require substantial board time to process) Impact fee: \$200-\$400 Sanitation Bond: TBD

Form F. Request for Final Approval

(No fees involved)

Note: The sanitation bond for a particular project consisting of more than one item, such as Residence and Driveway, will not exceed \$250.

*In some cases, the Impact Fee and Sanitation Bond will vary depending on the scope of your project or type of variance. In these cases a member of the GLA Board will discuss a fee schedule with you before proceeding to process your application.

*Revision → -2- * actual costs to be determined and will include Attorney Review and administrative processing costs. (Signature)*

updated 6/27/11

FORM A: PROPOSED CONSTRUCTION PROJECT / PROPERTY IMPROVEMENTS
(Submit with GLA Project Review Application Cover Sheet)

Parcel/Tract No. 90491 North South COS No. 616 A Project No. _____ (GLA use Only)

RESIDENCE OTHER STRUCTURE OTHER (specify): _____

Brief description of construction project: Residential compound, Phase 1 buildings No. 2 & No. 4

- Set back from property line is greater than 50 feet (per Master Plan Section 2.0)
- Set back from any easement is greater than 15 feet (per Covenants Section 6.02)
- Set back from any creek is greater than 20 feet (per Covenants Section 7.02)
- Pipelines and gas lines are at least 36 inches below the surface (per Covenants Section 6.03)
- Power and telephone lines are at least 24 inches below the surface (per State Electrical Code)

Structural Total sq. ft.: _____ Width: _____ Length: _____ Basement: Yes No

Number of stories: _____ Height: _____

Method of construction: Concrete Wood frame Adobe Other: _____

Materials to be used: concrete, natural stone, recycled wood siding

Describe your plan for the foundation: concrete stem walls

Architect / Designer and Address: Clean Architects, P.C.

Contractor and Address: 1807 W. Dickerson, Greenwood, MT 59715

Have you or your contractor obtained an electrical permit from the County? Yes No

Copy of permit attached Electrical permit number: WILL APPLY

Have you or your contractor obtained a Plumbing permit from the County? Yes No

Copy of permit attached Plumbing permit number: WILL APPLY

DRIVEWAY For Single Residence For Multiple Residences (fill out Form B, 2nd page)

240' Minimum visibility in both directions on Glastonbury road at driveway access point

Maximum Grade: 14% Road Width: 10 feet

Depth of Base Course Rock: 6 inches Depth of Crushed Surface Gravel: 3 inches

Length: 60 feet Driveway Width: 14 feet No. of Culverts: 1

Is the proposed driveway/road staked out? Yes No

Planned begin date: July 2011 Estimated time to complete: Jan. 2012

WELL (1-2 Residences)

Property line set back greater than 50 feet

Septic tank set back greater than 50 feet

Drain field set back greater than 100 feet

Multi-Use WELL (3+ Residences)

Property line set back greater than 100 feet

Septic tank set back greater than 100 feet

Drain field set back greater than 100 feet

NOTE: Per Covenant 5.12d, all landowners are required to report the location, depth, and flow of completed wells. Please send a copy of Well Log Report upon completion.

If well is for a public water system:

Name and address of engineer working with the Montana DEQ for approval of public water system:

What residences are served by the well? Buildings No. 1 - No. 4

Form A: Continued on Next Page

SEE FORMS FOR 32 34 attached

Updated 8/27/11

BUILDING NO. 2

FORM A: PROPOSED CONSTRUCTION PROJECT / PROPERTY IMPROVEMENTS
(Submit with GLA Project Review Application Cover Sheet)

Parcel/Tract No. 90491 North South COS No. 616A Project No.: _____
(GLA use Only)

RESIDENCE OTHER STRUCTURE OTHER (specify): _____
Brief description of construction project: Residential compound, Phases 1 buildings
No. 2 & No. 4

- Set back from property line is greater than 50 feet (per Master Plan Section 2.0)
- Set back from any easement is greater than 15 feet (per Covenants Section 6.02)
- Set back from any creek is greater than 20 feet (per Covenants Section 7.02)
- Pipelines and gas lines are at least 36 inches below the surface (per Covenants Section 6.03)
- Power and telephone lines are at least 24 inches below the surface (per State Electrical Code)

Structural Total sq. ft.: 3490 Width: 40 Length: 60 Basement: Yes No

Number of stories: 2 Height: 90'-0"

Method of construction: Concrete Wood frame Adobe Other: _____

Materials to be used: concrete, natural stone, recycled wood siding

Describe your plan for the foundation: concrete stem walls

Architect / Designer and Address: Citizen Architects, P.C.

Contractor and Address: 1807 N. Dickerson, Greenway, MT 59715

Have you or your contractor obtained an electrical permit from the County? Yes No

Copy of permit attached Electrical permit number: WILL APPLY

Have you or your contractor obtained a Plumbing permit from the County? Yes No

Copy of permit attached Plumbing permit number: WILL APPLY

DRIVEWAY For Single Residence For Multiple Residences (fill out Form B, 2nd page)

240' Minimum visibility in both directions on Glastonbury road at driveway access point

Maximum Grade: 14% Road Width: 10 feet

Depth of Base Course Rock: 6 inches Depth of Crushed Surface Gravel: 3 inches

Length: 60 feet Driveway Width: 14 feet No. of Culverts: 1

Is the proposed driveway/road staked out? Yes No

Planned begin date: July 2011 Estimated time to complete: Jan. 2012

WELL (1-2 Residences)

Property line set back greater than 50 feet

Septic tank set back greater than 50 feet

Drain field set back greater than 100 feet

Multi-Use WELL (3+ Residences)

Property line set back greater than 100 feet

Septic tank set back greater than 100 feet

Drain field set back greater than 100 feet

NOTE: Per Covenant 5.12d, all landowners are required to report the location, depth, and flow of completed wells. Please send a copy of Well Log Report upon completion.

If well is for a public water system:

Name and address of engineer working with the Montana DEQ for approval of public water system:

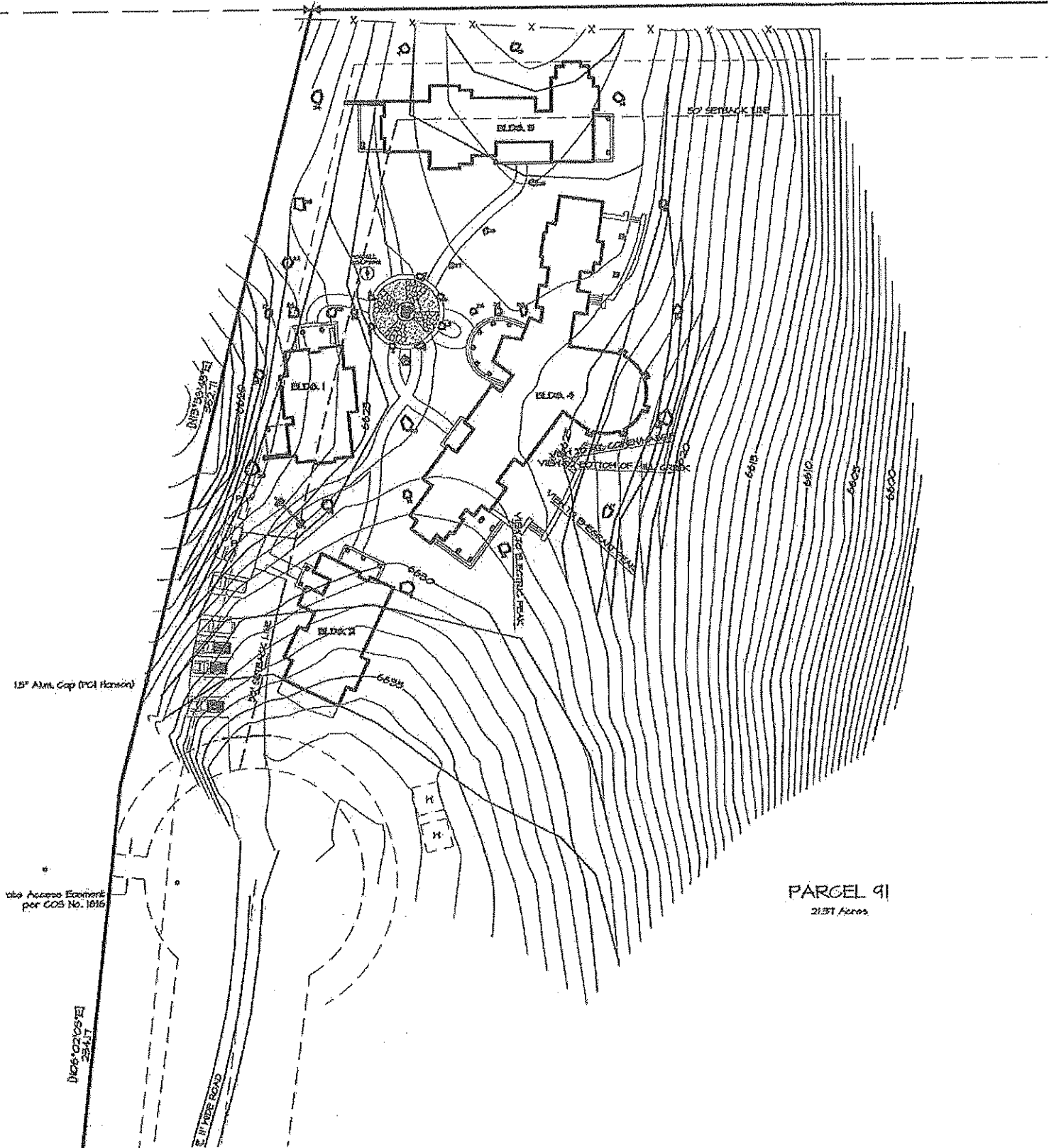
What residences are served by the well? Buildings No. 1 - No. 4

Form A: Continued on Next Page

TOPOGRAPHIC MAP

PETE & CYRESE ERICKSON

BENCHMARK
TOP OF 2" BRASS CAP
ELEVATION 6622.25 FEET
(GPS)



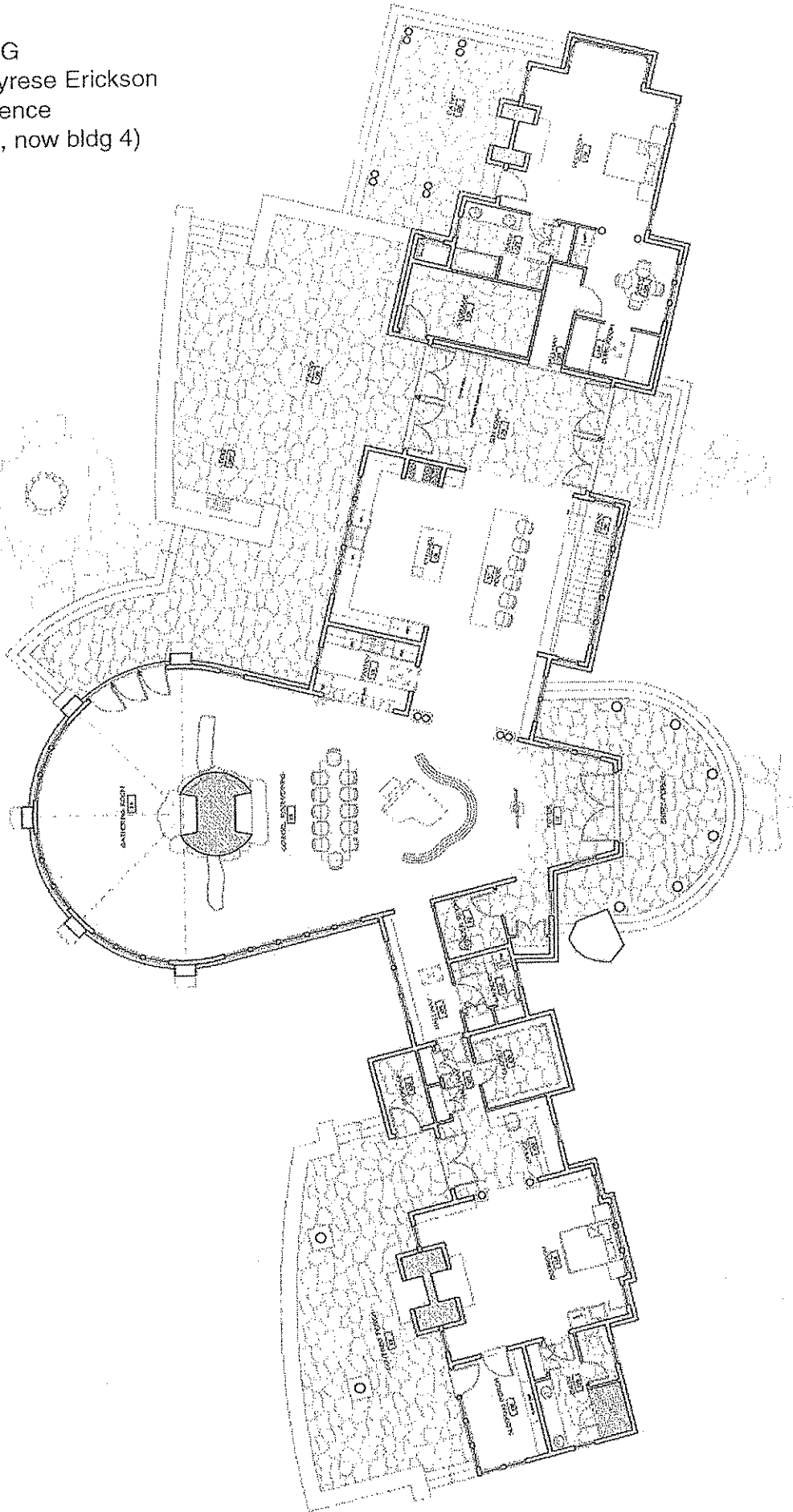
PARCEL 91
21.37 Acres

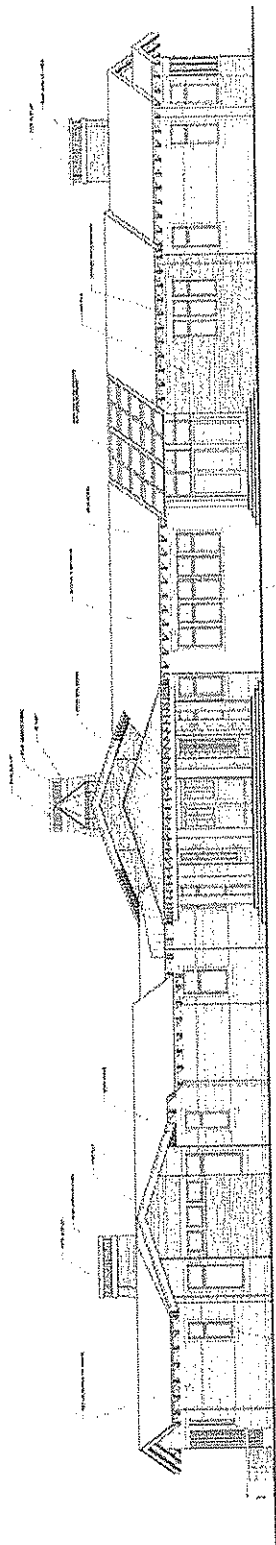
15' Almt. Gap (PCI Hanson)

15' Access Easement
per COS No. 1816

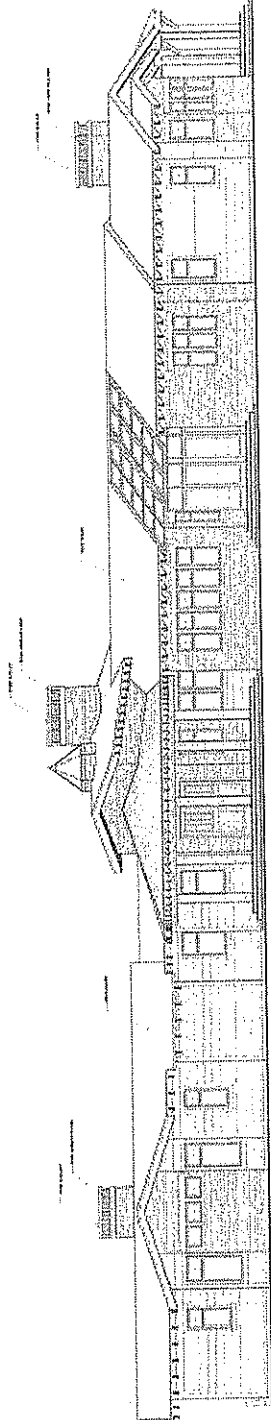
Drawn by: [Signature]
254.17

Parcel 91 SG
Pete and Cyrese Erickson
Main Residence
(was bldg 5, now bldg 4)

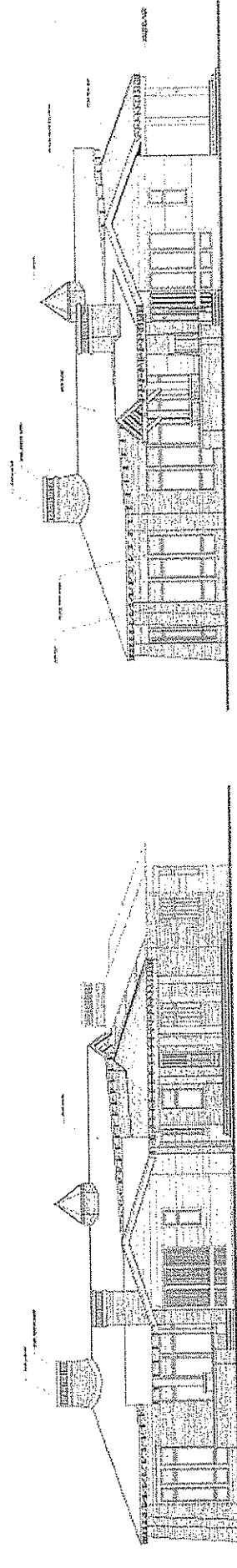




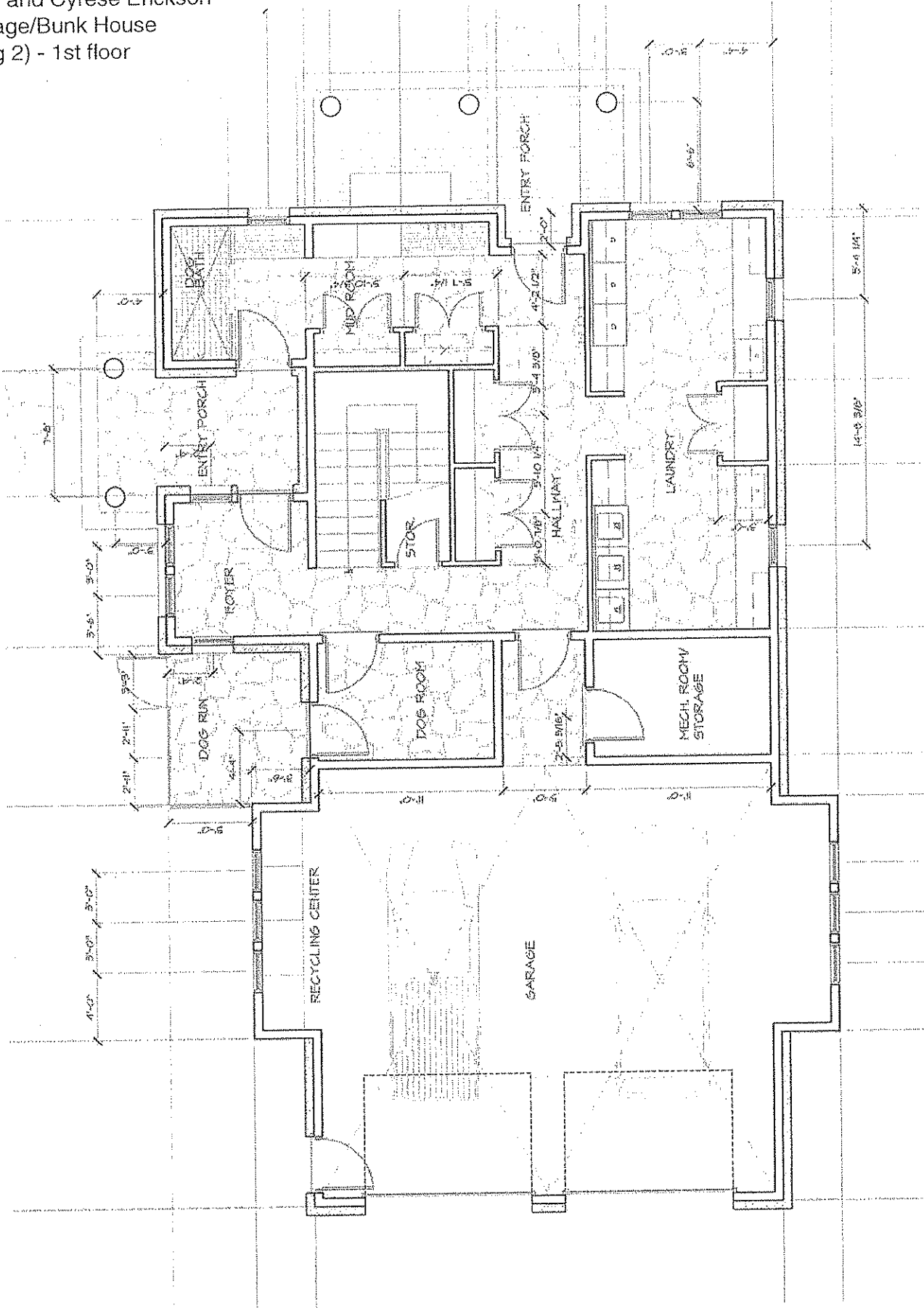
SOUTH ELEVATION



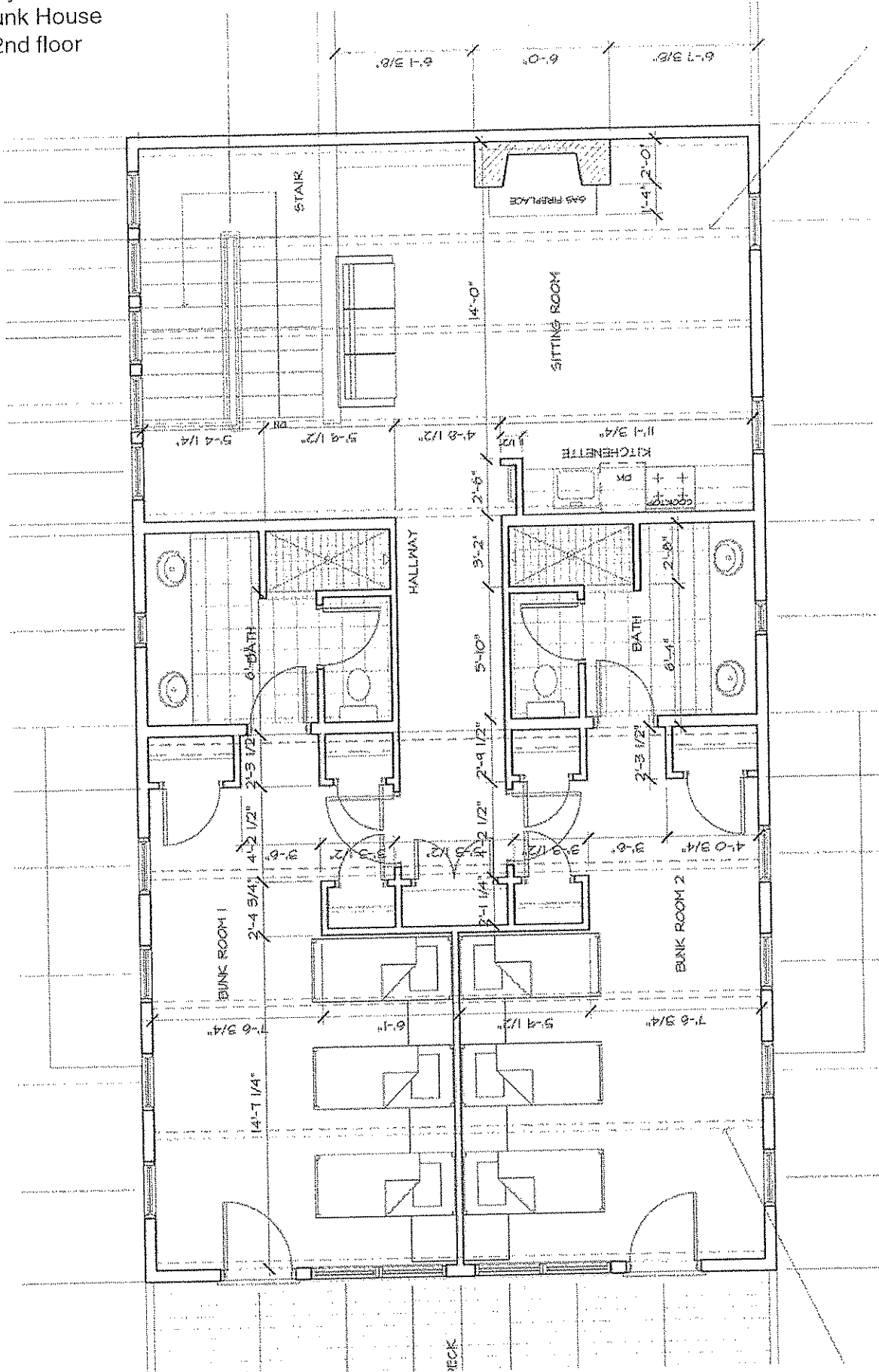
SOUTHWEST ELEVATION

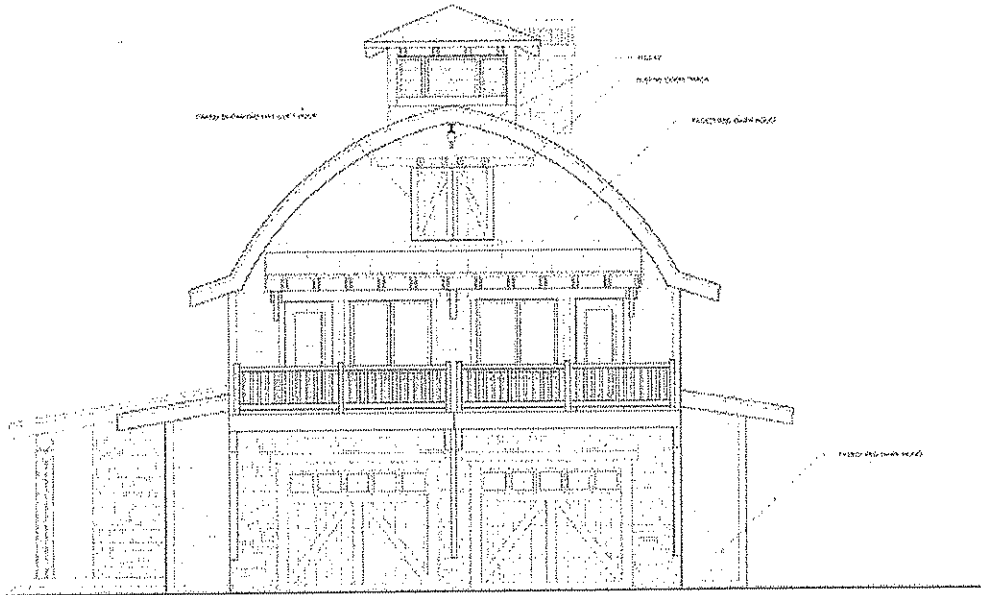


Parcel 91 SG
Pete and Cyrese Erickson
Garage/Bunk House
(bldg 2) - 1st floor

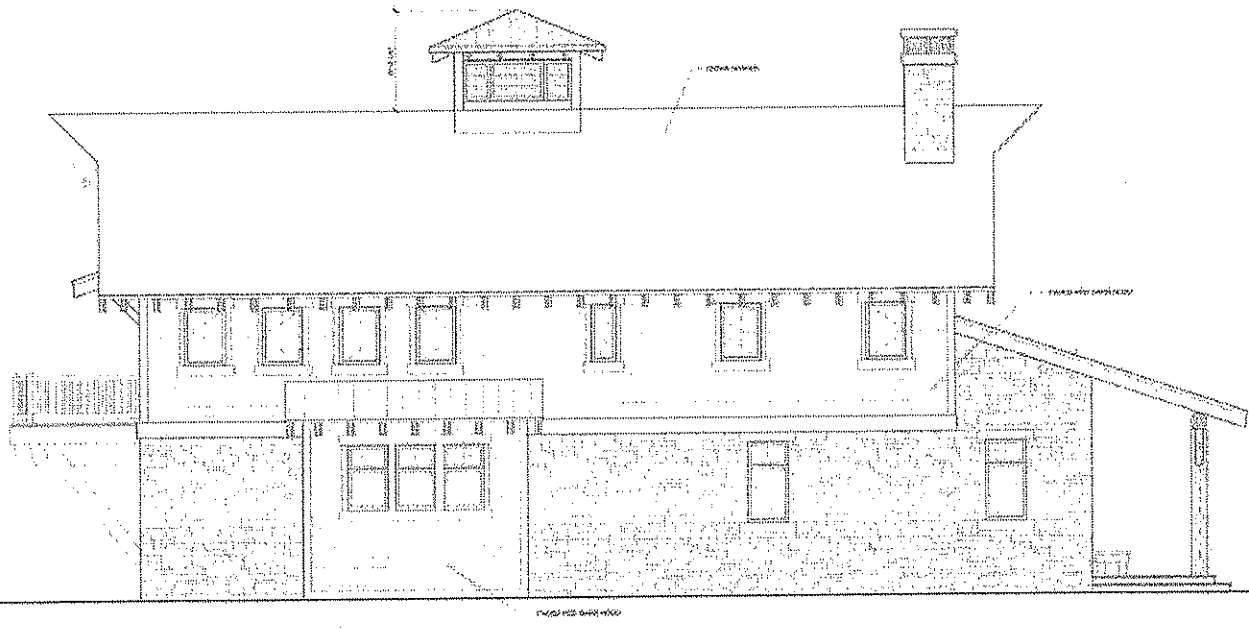


Parcel 91 SG
Pete and Cyrese Erickson
Garage/Bunk House
(bldg 2) - 2nd floor



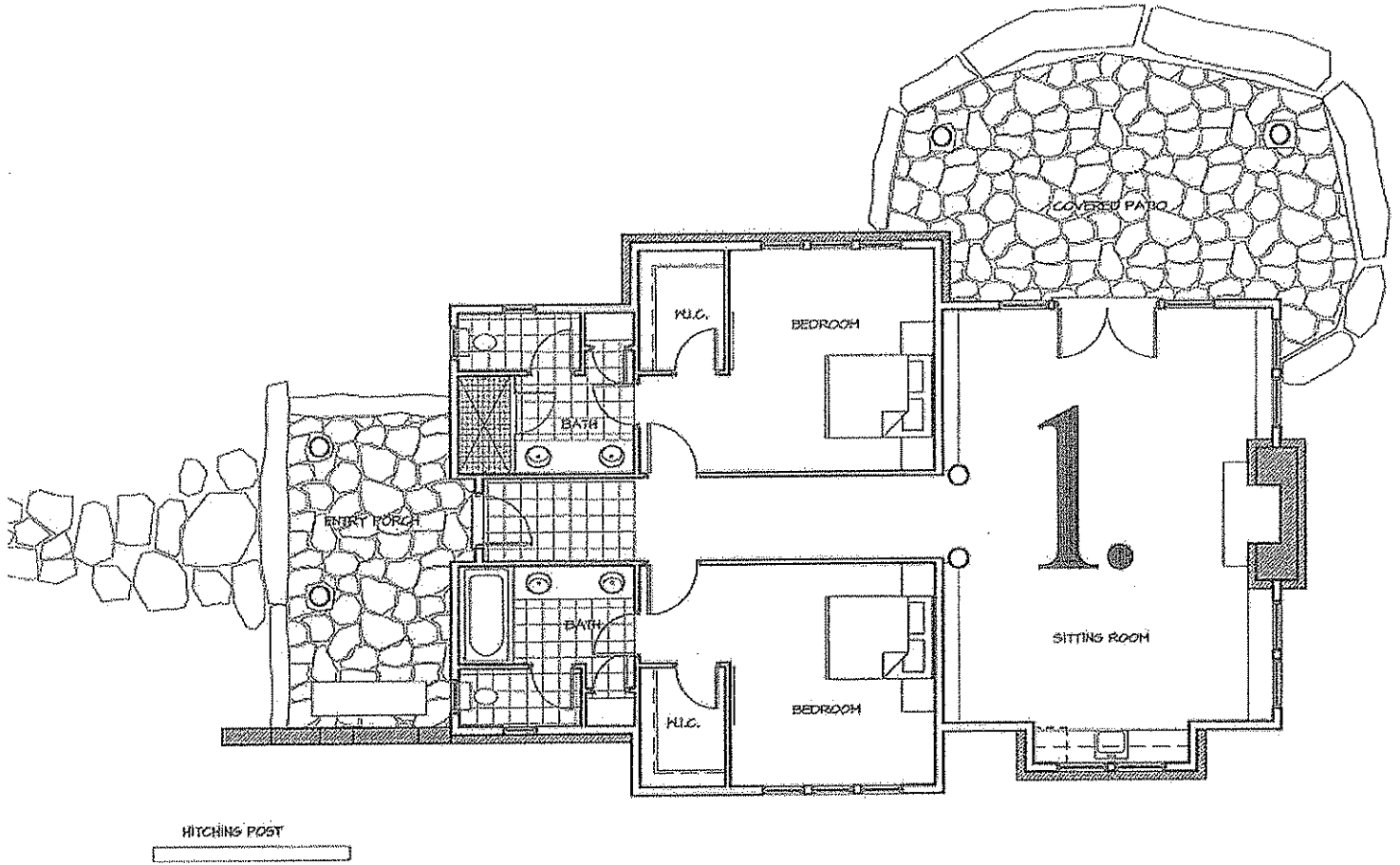


WEST ELEVATION
SCALE: 1/4" = 1'-0"

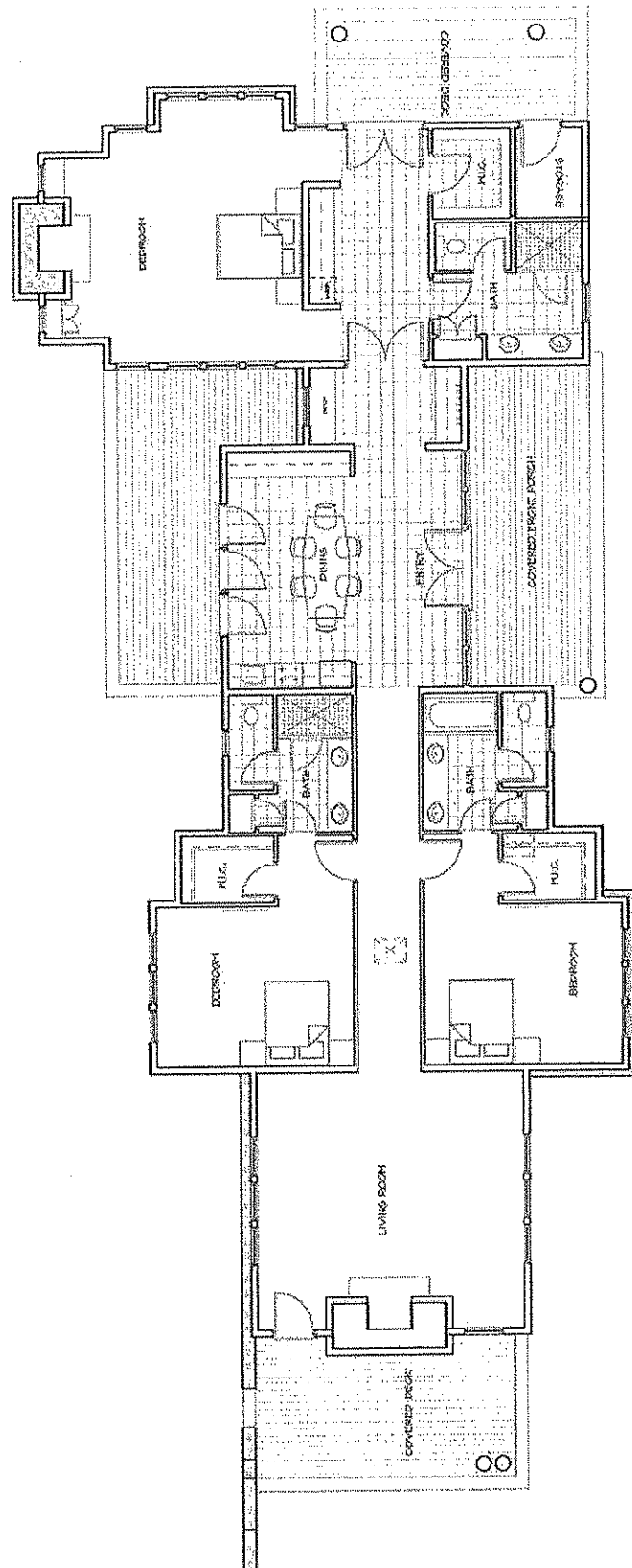


SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

Parcel 91 SG
Pete and Cyrese Erickson
Small Residence
(bldg 1)



Parcel 91 SG
Pete and Cyrese Erickson
Small Residence
(bldg 3)



October 18, 2011
Findings of Fact for the Erickson Project

Re: Findings for the Erickson Project and related variance for Parcels 90 & 91 SG

In considering the Erickson project, the Board found the following facts:

From GLA Board of Directors Meeting June 13, 2011:

1. Alyssa Allen investigated potential problems and ways the Erickson project would affect fire safety, sanitation, ground water, road usage, view shed, etc. by contacting Mike Inman at the Park County Planning office, Greg Coleman with the Paradise Valley Fire Department, and Barbara Woodbury the County Sanitarian. Furthermore, a site evaluation will be done by C&H Engineering which will have to show that there will be no pollution to Golmeyer Creek and that drain fields will meet State/County requirements as a condition for project construction.
2. The architects have stated that there is only one foundation for each building.
3. To reduce developmental impact on the land, the cluster of buildings will be built in one consolidated location on Parcel 91 with an agreement, in the form of a covenant running with the land, that no building will take place on Parcel 90 into perpetuity. This will be done to preserve the natural environment by avoiding long driveways and scarring the land with cuts and fills. Ericksons will use stone and recycled wood materials in the buildings to fit in with the surrounding land.
4. Ericksons have agreed to improve the section of Upper Sagittarius Skyway to the cul-de-sac at their own expense. This will make the common use land more accessible to all landowners. Ericksons will pay for snow removal on Upper Sagittarius Skyway when they need access in the winter.
5. A fire fill tank of 20,000 gallons will be installed close to the cul-de-sac, and this cistern could be used for fire protection for all High South properties at the discretion of the Fire Department. Greg Coleman of the Paradise Valley Fire Department pointed out that a development with a watered green lawn is easier to protect than dry grass in the event of a fire. Photos of the building site showed that all trees are much more than 100 feet away from building site.
6. Input submitted by neighboring landowners on variance response forms indicated that none of the adjacent landowners objected to the variance request. One non-adjacent landowner gave negative feedback.
 - a. Owner of Parcel 89 stated that he agrees with the project.
 - b. Owners of Parcel 92 indicated that they liked the residential nature of the project.
 - c. Owner of Parcel 93 responded that "it is an appropriate use of the land and preserves the natural resources."

- d. Tim Brocket, non-adjacent owner of Parcel 88A, stated that he was concerned that allowing for the residential compound would harm the view shed, open Glastonbury to high density development, cause a fire hazard, and potentially pollute the common land and Golmeyer Creek. He recommended that the project be moved to the top of the hill or the corner of Parcel 90 and 91 so that a variance would not be needed. Tim has also stated that he approves the variance in principle, and has no problem with a residential compound, but was concerned that it would turn into a subdivision or commercial operation.
7. At this meeting, the Board approved a list of conditions to be met for approval of the variance:
 - a. Limit number of dwellings on both parcels to five (later changed to four) dwellings on Parcel 91 and no dwellings on Parcel 90. This agreement would be drawn up by the Erickson's attorney and also restrict future commercial use of the residential cluster.
 - b. Ownership of both parcels stays as one ownership entity and cannot be subdivided.
 - c. Must follow state/county laws regarding sanitation, septic, drain fields, etc.
 - d. The GLA does not regulate fire protection, therefore the Ericksons will abide by all fire regulations.
 - e. The last .6 miles of Sagittarius Skyway is considered a jeep trail and is not maintained by the GLA. Any improvements to the road will be done voluntarily by the Ericksons at their own expense. The Ericksons are responsible for any damage they cause to the association roads leading to their parcels before, during, and after their construction activities.
 - f. Snow plowing of the last .6 miles of Upper Sagittarius Skyway will be paid for by the Ericksons when they need access.
 - g. Each dwelling will have impact fees for construction.
 - h. Each dwelling pays an assessment.
 - i. The GLA is not obligated to provide any road maintenance.
 - j. Property is not to be resold as a Commercial Lodging facility such as a B&B or guest ranch because of road impact.
 - k. Variance approval is for permission to build 5 (later changed to 4) dwellings as stated in the Erickson's site plan with the 25-foot setback for 3 of the dwellings.
 - l. Ericksons must adhere to their site plan as they proceed with the buildings regarding size and location. The first phase is for buildings 2 and 5 (later changed to 2 and 4), which are shown in the application.
 - m. Ericksons will submit application details and individual project review forms for the other 3 (later changed to 2) buildings when they are ready to proceed with Phase 2.
 - n. Outbuilding development will be limited and the Ericksons will submit a project review application for any future outbuildings.
 - o. Limit commercial activity.

- p. Require the Ericksons' attorney to draw up an agreement that addresses all the Board's concerns and requirements.
 - q. Have Hertha Lund, GLA attorney, review the agreement.
8. The conditions of this variance request were tabled until the meeting on June 27, 2011, therefore the variance was not voted on.

From GLA Board Meeting on June 27, 2011:

- 9. The Ericksons changed their variance request from 5 dwellings to 4 dwellings. Documents reflecting the updated variance request were distributed to members of the Board. Documents from Cikan Architects summarizing the findings of Attorney Susan Swimley, outlining the variance requests, were also distributed to the Board along with the revised site plan of 4 dwellings.
- 10. Ericksons reaffirmed their commitment to make improvements to GLA roads leading up to the proposed building sites at their own expense.
- 11. Ericksons reaffirmed their understanding that the GLA is not obligated to maintain the road and provide snow removal on Upper Sagittarius Skyway.
- 12. Susan Swimley presented evidence on the hardship of topography that would exist if the buildings were located on Parcels 91 and 90, how the overall density between the two parcels would stay the same, that there would be no added impact to the roads, that the cluster of buildings would minimize scarring to the land, and there would be less visual impact on neighboring properties.
- 13. The 25-foot variance was requested due to a topographical hardship. If a 50-foot setback was used, it would force the project to be constructed on steep terrain. The 25-foot setback is to allow the project to be constructed on the flat terrain of the site. There is still ample room from the common use area and the access point to the common land is not affected. Three of the buildings are one story high and all the buildings are designed to blend into the landscape.
- 14. The project does not change the tract size and density remains the same.
- 15. The conditions of the project do not require the GLA to enter into a contract with the Ericksons.
- 16. Should the development become commercial in the future, the GLA is not obligated to provide road services. Maintenance of the roads is an obligation to a reasonable standard, and the standard is set by the GLA.
- 17. The "Bambeday" document is not a reflection of the actual variance request and should only be used by the architect to understand the general design principles the Ericksons were seeking with their project.

18. Architect Frank Cikan stated that developing the project on two parcels would disallow the use of the medicine wheel design and destroy the medicine wheel concept and, therefore, the whole design around the motif would be gone.
19. Necessary documents ensuring that the GLA be protected from road liability would need to be in place before approval.
20. The assessments to be billed would include 4 house assessments and 2 land assessments.
21. As a way to ensure that no further dwellings would be built on Parcel 90, the 2 allowed dwellings for Parcel 90 could be billed in the assessments as pertaining to this parcel. Essentially, each parcel would be billed for 1 land assessment and 2 dwelling assessments.
22. Multi-family dwellings refer to separate families, not families of origin. The design intent of the Erickson project is not to have multi-family dwellings.
23. Board will review site plans for the 4 buildings, which includes the specific details of the first 2 buildings proposed for Phase 1. When the other 2 buildings for Phase 2 are intended to be built, the detailed plans will be submitted for review by the Board.
24. Any future outbuildings would need to be reviewed through the GLA project review process.
25. Impact fees for the variance request would need to be adjusted on the application to reflect the actual costs incurred by the GLA in processing the application.
26. The Board approved a preliminary variance approval based on the following contingencies:
 - a. The GLA and the Erickson's attorney will formulate a Road Policy acknowledgement that protects the GLA into perpetuity regarding its obligation to provide road services to Upper Sagittarius Skyway. The policy will indicate that the Ericksons acknowledge and accept the GLA Road Policy, and that the GLA is not obligated to provide an increase in road maintenance and snowplowing services over the current and historical levels of service, regardless of any road improvements made to Hercules Drive and/or Sagittarius Skyway. The road policy document will reference Covenant 8.01(c) and the GLA Road Policy. The document will include that no snow removal or maintenance services are required by the GLA between Parcels 88 and 93 on Sagittarius Skyway, since this area had not been intended for year-round access. This road policy will run with the land in the event that the Ericksons transfer their property.
 - b. The project and all proposed documents and agreements will be reviewed by Hertha Lund, GLA attorney, for her approval before the preliminary

approval can be valid, and adjustments to the project can be made to incorporate any recommended changes.

- c. The preliminary approval for the project is based on residential use. A legal way to constrain commercial activity such as a B&B or commercial lodging facility will be established. If, in the future, any commercial use of the property is contemplated (that requires licensing of any kind or has an impact on road usage, water, sewer, or noise), it shall require approval by the GLA, and at the Board's discretion; this may include a "High South" neighborhood area review prior to any commercial activity being allowed. Any commercial activity will be reviewed under applicable regulations at the time. This agreement will extend into perpetuity in case the property is sold.
- d. Applicable assessments for 2 dwellings and 1 land assessment will be charged equally on each of the Parcels 90 and 91.
- e. A legal way to limit any further dwellings on Parcel 90 will be established and run with the land.
- f. No further dwellings shall be allowed beyond this four dwelling development on either Parcel 90 or 91. This covenant shall run with the land.
- g. A reasonable basis for maintaining the roads impacted by the Erickson's construction activities will be established, specifically but not limited to Hercules Drive and Sagittarius Skyway, and the Erickson's will agree to remedy any damage to the roads caused by their construction activities throughout the 2 different phases of the project. Appropriate repairs, as shown by the GLA, will be made at the Erickson's expense.
- h. The Erickson's will agree to pay the GLA for extra expenses related to the processing of this variance, such as attorney costs incurred at the July 14, 2011 meeting.
- i. Once the contingencies for approval are met, the standard conditions of approval will be added such as obtaining necessary permits and reseeded disturbed land.

27. The motion to approve a preliminary variance was passed.

From GLA Board Meeting on July 14, 2011:

28. An update to the Erickson's application (dated 6/27/11) was distributed to the Board showing how the number of residences was reduced from 5 to 4. Certain areas on the application where changes had been made were initialed by Mr. Erickson, and included an update to the impact fees to be charged so these would be based on the actual administrative and legal costs incurred by the GLA in processing the variance. A new site map with building footprints for the 4 residences was included.

29. Attorneys Hertha Lund and Susan Swimley responded to questions from the Board, Landowners and Guests. The following points were covered:
- a. Commercial Activity: Hertha stated that the GLA's governing documents allow certain types of commercial activity. An applicant can agree to limit

- certain types of commercial activities and the Board can take that into consideration for a variance. This limitation would then become a covenant for that parcel/lot and runs with the land.
- b. **Contracts & Hardships:** The Board can enter into contracts. The Board has the power to determine what it believes is a hardship when considering a variance, and may require conditions and restrictions before granting a variance.
 - c. **Fire Codes:** It is the County's job to enforce fire codes.
 - d. **Multi-Family Dwellings:** Valery O'Connell expressed concern that the five children living with the parents in the four dwellings constitute a multi-family dwelling. Susan Swimley stated that it is the job of the applicant to meet criteria of the governing documents, which is why she recommended that the Erickson's change their original plan from 5 dwellings to 4. Hertha stated that the Board has to determine, based on the governing documents and the definitions, if this project is a multi-family dwelling. Laura stated that the intent of the multi-family wording in the Master Plan was to prevent apartments and condominiums.
 - e. **Subdividing:** Daniel O'Connell stated that the Erickson's should subdivide the two parcels and exhaust all possibilities before asking for a variance. Hertha stated that it is not required by the governing documents that the Erickson's exhaust all possibilities before applying for a variance.
 - f. **Road Access:** Peter Naclerio expressed concern that the GLA would be liable to maintain 12-month road access to the end of Sagittarius Skyway if this variance were granted. Hertha stated that the Road Policy is very clear and the GLA will not be liable to maintain 12-month access.
 - g. **Commercial Use:** Tim Brockett expressed concern that the 4 dwellings could be used in the future for a retreat or other commercial use, especially if the property sold. Susan Swimley stated that future owners would be bound by any agreement between the GLA and the Erickson's to limit commercial use. If a future owner wanted to use the property for commercial purposes they would have to apply for a variance.
 - h. **Conservation Easements & Limiting Development:** Hertha stated she does not recommend conservation easements, and this did not have to be pursued for this variance. Daniel O'Connell raised the concern that limiting future dwellings on Parcel 90 is a limiting of property rights. Susan Swimley stated that the Erickson's are free to choose to limit development for themselves more than the Board can limit them. The Erickson's can choose to restrict all future dwellings on Parcel 90 and are free to adopt restrictive covenants for their own land that would be established in addition to the GLA Covenants.

30. The following motion was made and voted on:

Section 4.2 Criteria:

- a. Exceptional circumstances exist over which the landowner has no control in that both lots have significant severe slopes which severely restrict the landowner's ability to locate any structure on the properties other than the chosen site which is a relatively flat portion of Lot 91.

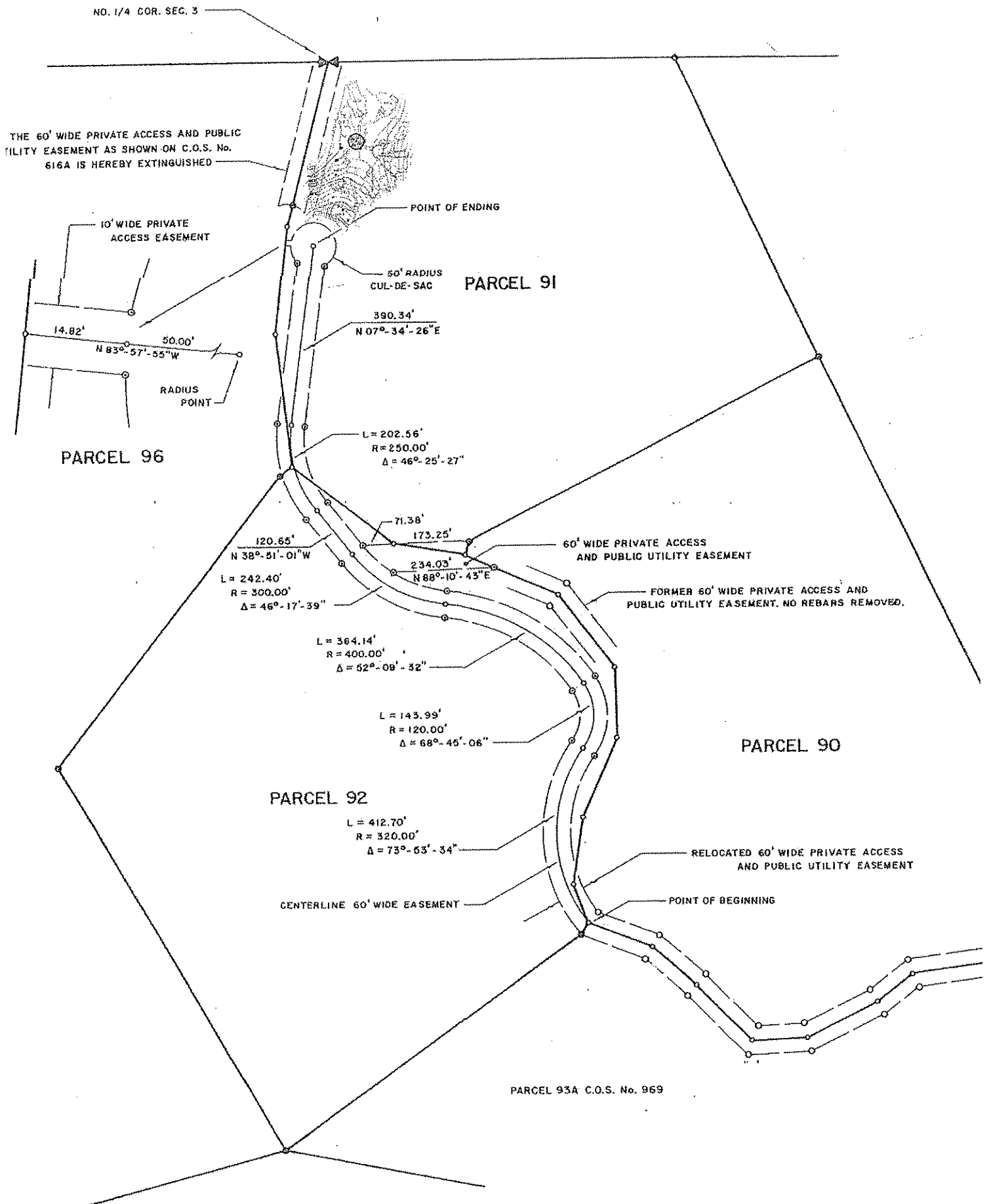
- b. The variance is not materially detrimental to neighboring properties. With the clustering of the residential dwellings the visual impact is significantly reduced as to the neighboring private landowners. The clustering of four residential dwellings is not materially detrimental to the commonly-owned land and the proponents will construct an improved road making access to the common land much easier, thus allowing people who are entitled to enjoy the common land easier access. The same is true for forest service access since that is through the common land.
- c. The variance is the minimum possible remedy for the particular circumstance. The two large lots owned by the Ericksons are granted four dwellings. By placing the four dwellings in one location there is no increase in the number of dwellings while reducing the overall impact to the adjacent private land, reducing road cuts and fills and increasing access to the common land and forest service land. In the absence of the variance both lots would be subject to construction including cutting, filling and blasting which would be more visible and cause a greater impact on the community.
- d. The variance meets all local, county and state requirements.
- e. The variance does not seek a reduction in acreage from the minimum acreage and does not increase the number of lots/tracts beyond that which was established in the Residential Topographical Areas and Density Schedule.

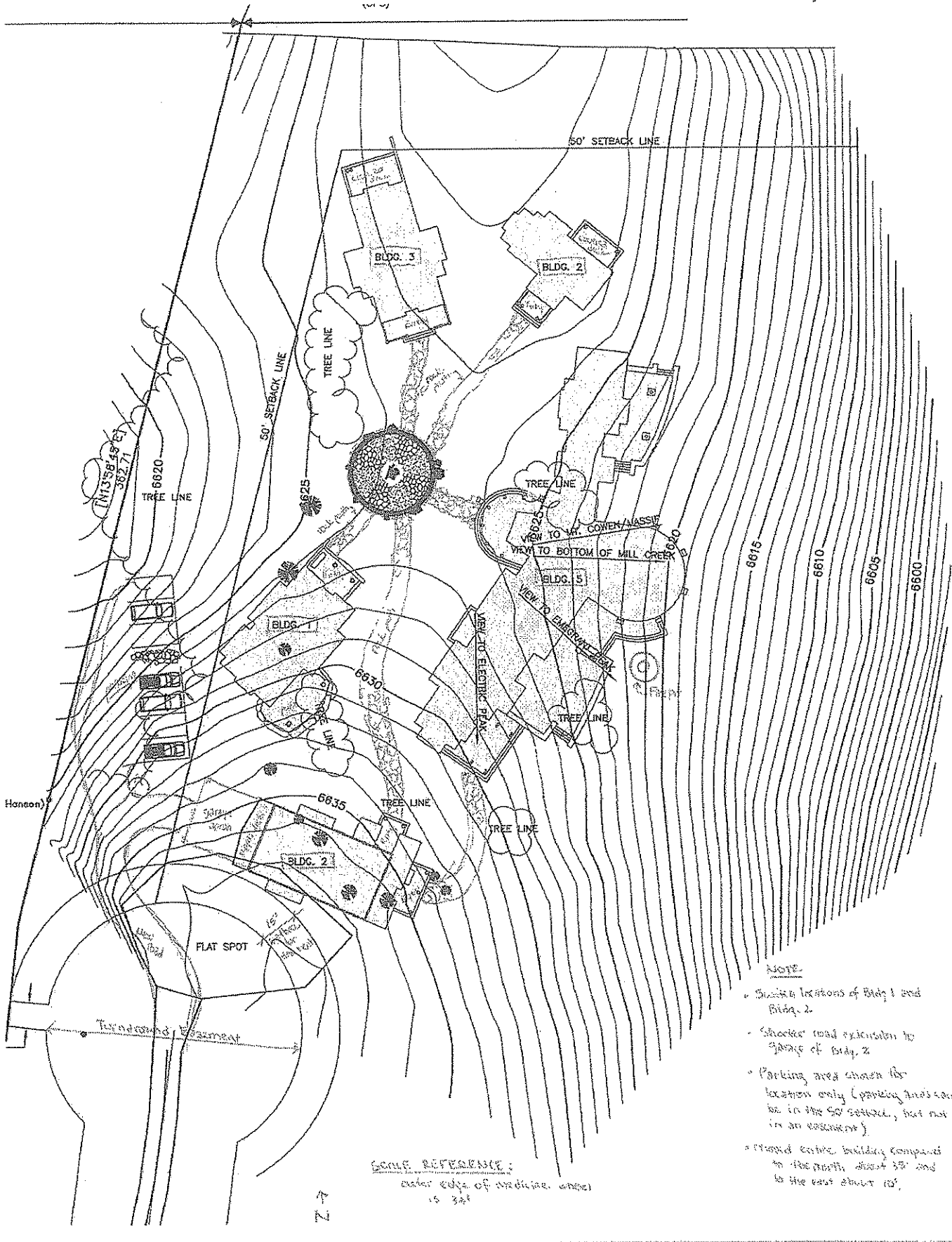
Section 4.0 Criteria:

- f. The special and unusual circumstances related to these lots are the fact that there is very little naturally flat area which lends itself to building without significant cuts and fills and that the lots are adjacent to commonly-owned land and forest service land instead of privately owned lots. Requiring the owner to put two homes per lot causes an undue hardship by requiring the owner to interrupt the natural topography. The interruption and need to cut and fill to build two dwellings on each lot is an unnecessary hardship when the same number of dwellings can be located on a naturally flat area which does not require the changing of the landscape to construct the same number of dwellings.
- g. The variance request is not materially detrimental to the neighboring properties. Reducing the setback from 50 feet to 25 feet does not affect any private land since the setback is adjacent to forest service boundary and the common land so there is no visual impact on any private land. The 25-foot setback does not affect the use of common land or forest service land. There will be very little, if any, visual impact on the common land due to topography.
- h. The variance is the minimum possible remedy under the circumstance. The original covenants allowed a twenty-five foot setback. The 25-foot setback is consistent with the original setback requirements before the newer 50-foot setback requirements were changed but there are no private dwellings affected by the 25-foot setback. The Master Plan allows the 50-foot setback be reduced where the 50-foot setback is not possible. In

order to get the appropriate separation of buildings for both visual impact and fire protection there is not sufficient space without significant excavation and radically changing the design concept. The variance is the minimum possible under the circumstance as it would otherwise force the Ericksons to make significant alterations to the terrain and to their planned residential dwellings.

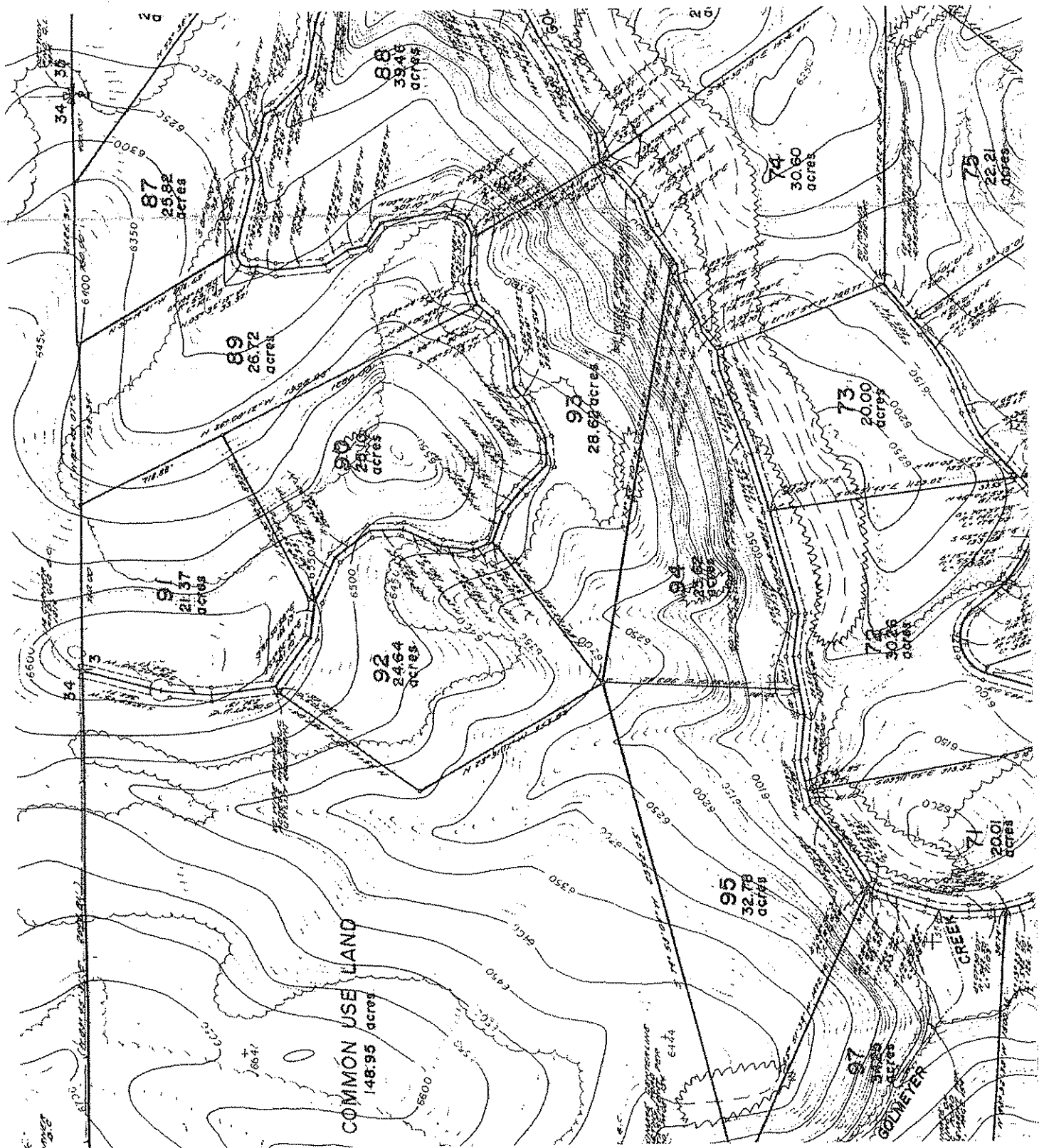
- i. The self-imposed restriction on Lot 90, which would be granted for enforcement by the GLA or other 3rd party, does not require an amendment to the Master Plan. The offer to file a restriction simply informs everyone that no dwellings will be constructed on Lot 90.
 - j. There appear to be no increases in fire risk caused by the variance request. These residential dwellings will not be constructed in a heavily forested area, and by clustering them rather than having them separated into two lots, there is no increase in fire danger.
 - k. There are no alternate provisions for processing a variance request when the property is adjacent to common land.
 - l. Neither of the requests for variance presented seek a variance as contemplated in Section 4.2.4 of the Master Plan in that no reduction of acreage is sought nor is there a change to the density.
 - m. For the Ericksons to build on two separate lots would be an undue hardship in that it would force the family to live apart, at a distance of over 1,000 feet. This distance is hard to cover, especially in the wintertime. Allowing them to construct a cluster of residential dwellings in close proximity would alleviate this unnecessary hardship.
 - n. The Erickson's respect for the land makes it undesirable for them to unnecessarily scar the land with long driveways, cuts and fills.
 - o. The previous conditions established by the Board stand.
31. The variance was approved per the above motion.





Note: This Map for general reference only.
Road Easement starting at Parcel 92 is not
valid on this map.

Parcel 91 SG
Pete and Cyrese Erickson



GLASTONBURY LANDOWNERS ASSOCIATION, INC.
- VARIANCE NOTICE -

Per Covenants Section 12.01 Variances, Waiver: The GLA has reserved the right to waive or grant variances to any of the provisions of the Declaration of Covenants and associated rules and standards where, in its discretion, it believes same to be necessary and where the same will not be injurious to the rest of the Community.

Dear Landowner,

- You are receiving this packet because your property is in close proximity to a Landowner who has applied for a variance to our density standards. (See the enclosed map for details.) If you would like to offer your ideas and input for the GLA Board to consider with regard to this variance, please fill out the form below and forward your response to the address listed.
 - Your response must be received no later than **Sunday, June 12, 2011**.
 - This variance application will be reviewed at our **June 13, 2011** Board meeting, held at St. John's Church in Emigrant from 6:45 to 9:00 pm. You are invited to attend and offer additional input during this meeting.
 - To verify the authenticity of your response, we must receive your name and parcel/lot number on the form below. All responses will be handled with strict confidentiality. If you wish to remain anonymous in this process, however, please indicate this below, and our administrative secretary, Denise Orr Kirk (who will screen all responses) will remove your name from the bottom of this form before filing or distributing. This will ensure that your identity will not be revealed to anyone else, including Board members or the party requesting the variance.
-

DETAILS OF VARIANCE

Landowner Requesting Variance: Pete and Cyrese Erickson
Parcel Number(s): 90 and 91 South Glastonbury

Description:

This variance application pertains to the number of residences and guesthouses allowed on an original, undivided, 20-plus-acre parcel. The Master Plan states that in the case of an "original" parcel, two (2) full-time residences are allowed, without the restriction that one of the dwellings be a guesthouse, which would be limited in size and usage.

The Ericksons own Parcels 90 and 91, with acreages of 25.10 and 21.37 respectively. As you will see from the enclosed Site Plan, the Ericksons are proposing to place all of the development, which includes a main residence and 4 smaller dwellings, in the Northwest corner of Parcel 91, leaving Parcel 90 undeveloped. This remote building location borders the Glastonbury Common Use Land and State Forest Land, and the development is intended for residential, family use.

According to our Master Plan, since the Ericksons own 2 original parcels, they are allowed to build 2 full-time residences on each parcel for a total of 4 residences. And if they chose to do so, each of their 2 parcels 90 and 91 could be subdivided into 2 lots (minimum of 10 acres each), and then each of those 4 lots could contain both a full-time residence and a guesthouse, for a total of 8 dwellings (4 residences and 4 guesthouses).

In this case, however, the Ericksons have no interest in subdividing their land but keeping it as undeveloped as possible. In order to have the least impact on surrounding properties, they have already agreed that no residential development shall occur on Parcel 90, and the only dwellings to be built will be the 5 that are described in the proposed plan for Parcel 91. If their building project is approved, this agreement would be documented so that it runs with the land into perpetuity.

The plan would be to complete the project in a series of stages, starting with the main residence and garage this year. The smaller dwellings would be built at some point in the future.

GLASTONBURY LANDOWNERS ASSOCIATION, INC.
- CONFIDENTIAL RESPONSE FORM -

Your response is requested by Sunday, June 12, 2011

To: Glastonbury Landowners Association, PO Box 312, Emigrant, MT 59027

Attn: Denise Orr Kirk

Re: Variance Application for Pete and Cyrese Erickson, Parcels 90 & 91 South Glastonbury

Note: I am directing that my identification information below be removed from this form once my identity as a landowner on the GLA database is verified. Yes No

Are you aware of any reason why this variance should not be granted? Yes No

Please explain your response: _____

(If necessary, continue on the back of this page)

Parcel/Lot Number: _____

Print Name _____

Date _____

Signature _____

Phone (day): _____ (eve): _____ E-Mail: _____

Road Maintenance Agreement

Statement of Principles for Preparation of Formal Agreement

PETER AND CYRESE ERICKSON with a mailing address of 98 E. Napperville Road, Westmont, IL 60559 ("Ericksons"), as owners of Lots 90 and 91 of Certificate of Survey 616A on file and of record in the Park County Clerk and Recorder (commonly referred to as Glastonbury South Subdivision) in Park County, Montana. The Glastonbury Landowners Association is the organization granted with the responsibility to enforce the governing documents for Glastonbury Subdivision.

Ericksons agree and acknowledge that they shall be responsible to prevent, to the extent possible, their construction project from causing excessive deterioration on the access roads beyond normal wear and tear. Ericksons agree to pay costs for repair, maintenance and improvements of roads impacted directly by these construction activities within the parameters of this Agreement.

All parties agree that these gravel roads are well built for the purpose of providing access for normal residential traffic by passenger cars, sports utility vehicles, light duty personal trucks and occasional deliveries by UPS, Fedex, etc. while traveling at low speeds. The parties also agree that in the absence of proper maintenance for the type of traffic routinely using the roads, the access roads will deteriorate over time even due to normal residential traffic. However, frequent construction related traffic involving heavily loaded delivery trucks, concrete mixing trucks and construction related vehicles traveling at excessive speeds result in abnormal wear and tear which will accelerate deterioration of the access roads.

When the need arises for access road repair and maintenance work resulting directly from construction traffic accessing Ericksons' construction project, then Ericksons agree to pay for such repair and maintenance, or upon notification to and approval by GLA Road Committee cause such repair and maintenance to be completed within a reasonable amount of time, giving consideration to weather and seasons.

If there is any disagreement regarding the activities which caused the needed repair and maintenance, then Ericksons shall work with the GLA Road Committee to establish the activities which caused the needed repair and maintenance as well as a reasonable amount to be paid by Ericksons toward the required road work. The GLA and the Erickson agree that the existing road policies, the authority for such policies and the covenants and other governing documents relating the road construction, repair and maintenance are valid and at not subject to challenge as part of this Agreement.

It is understood by the parties that these community roads serve other parcels, tracts and lots within the Community of Glastonbury on which construction activities may occur, and that Ericksons will not be held responsible for costs of repair, maintenance and improvement to access roads resulting directly from these other projects.

Costs incurred by GLA in the necessary repair, maintenance and improvements of deteriorating roads resulting from normal wear and tear shall be limited by the applicable provisions of the Covenants and other applicable governing documents.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

The parties hereto acknowledge and proclaim that they each have necessary authority to execute this Agreement on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of May, 2012.

Peter Erickson

Cyrese Erickson

Glastonbury Landowners Association, Inc.

By: _____

Its: _____

Attested by the Secretary:

ACKNOWLEDGEMENT OF ROAD POLICY

KNOW ALL PERSONS BY THESE PRESENTS:

PETER AND CYRESE ERICKSON with a mailing address of 98 E. Napperville Road, Westmont, IL 60559 ("Ericksons"), as owners of Lots 90 and 91 of Certificate of Survey 616A on file and of record in the Park County Clerk and Recorder (commonly referred to as Glastonbury South Subdivision) in Park County, Montana.

Ericksons hereby acknowledge the Glastonbury Landowners Association Road Standards, including but not limited to the existing policy which designates the tier system of road maintenance. Ericksons by executing this Acknowledgment agree that the approval of their project for Lot 91 does not alter or amend the policies. Further there is no expectation that upon completion of any portion of the project that the Glastonbury Landowners Association ("GLA") will alter the status of the access roads or change the method of maintenance.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the ___ day of June, 2012.

Peter Erickson

Cyrese Erickson

STATE OF ILLINOIS)
 : ss.
County of _____)

On this ___ day of June, 2012 before me appeared Peter and Cyrese Erickson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(SEAL)

Notary Public for the State of Illinois
Printed Name: _____
Residing at: _____, Illinois
My commission expires: _____

**USE AND DEVELOPMENT AGREEMENT
LOT 90 of South Glastonbury**

This Use and Development Agreement is entered into on this ___ day of May 2012, by and between PETER AND CYRESE ERICKSON with a mailing address of 98 E. Napperville Road, Westmont, IL 60559 ("Ericksons"), hereinafter referred to as "Grantor," the Glastonbury Landowners Association, Inc., of P.O. Box 312, Emigrant, MT 59027 (hereinafter Grantee).

Ericksons are the owners of Lots 90 and 91 of COS 616A on file in the Park County Clerk and Recorder's office.

Ericksons sought and obtained approval to construct up to four dwellings on Lot 91. In seeking the approval, Glastonbury Landowners Association, Inc., acting on behalf of the property owners subject to the Restated Declaration of Covenants for the Community of Glastonbury required certain conditions, restrictions and limitations upon Lot 91, in order to make the findings and meet the requirements of the governing documents for development within Glastonbury.

Ericksons' approval for development on Lot 91 proposed construction of residential dwellings. Concern was raised by various property owners and the Board that the dwellings on Lot 91 could become a commercial operation. Erickson expressed to the property owners and the Board that they have no desire to operate their property as a commercial venture.

It is recognized that the Restated Declaration of Covenants for the Community of Glastonbury (hereinafter "Covenants") recognizes the opportunity for use of property subject to the Covenants for commercial use in Sections 3.02, 3.08, 5.07, and 5.08.

By agreement, consideration of which is acknowledged by both parties, the Ericksons agree to utilize all dwellings on Lot 91 consistent with the Covenants and approvals. The Ericksons variances and project approvals are based upon non-commercial residential use. In granting the variances and project approvals, the commercial uses of the property such as for a bed and breakfast or commercial lodging facility are prohibited. Should the property owner seek removal of this prohibition, the requested change must be approved by the Board. Prior to the GLA, through the Board, granting a change in approval regarding commercial uses of the property which would require licensing of any kind or which will have impact to the road usage, water, sewer or noise, the Board shall require the proposed commercial use to be presented for review to the neighborhood area(s), which may be impacted. For example: If the requested change to commercial use appears to be a higher impact use which has the potential to significantly increase traffic or significantly increase noise, the neighborhood area(s) which review the impacts may include all of South Glastonbury. Conversely, if the requested change to commercial use appears to have a limited impact, the neighborhood area(s) review may include just immediate neighbors. The GLA Board will decide which

neighborhood area(s) will be included in the review. Any requested change to the use of Lot 91 shall be reviewed under the applicable regulations and covenants in effect at the time of application and the owner of Lot 91 will be required to follow and comply with all processes, terms and conditions if such a change in use was granted.

Further, Ericksons now proclaim and declare that Lot 91 and Lot 90 shall be transferred jointly in the future and shall not be transferred separate and apart from each other.

Glastonbury Landowners Association has the right to enforce the terms of this Agreement.

5. Miscellaneous Provisions:

(a) Susan Swimley, attorney for Ericksons drafted this Agreement. The Agreement is subject to review by the attorney for the Glastonbury Landowners Association, Inc. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized both parties and/or their counsel have contributed substantially and materially to the preparation of this Agreement.

(b) *Attorney Fees.* Should a party incur any costs or expenses, including reasonable attorney fees, in enforcing any of the provisions of this Agreement, then the other or unsuccessful party shall reimburse the prevailing party on demand.

(c) *Equitable Remedies Allowed.* The parties recognize that damages or other legal remedies will not be adequate for a breach of this Agreement. Therefore a party enforcing any of the terms of this Agreement shall be entitled to the remedies of injunctive relief and specific performance in addition to other remedies allowed at law or equity

(d) *Entire Agreement.* This Agreement constitutes the entire understanding among the parties with respect to the subject matter thereof and supersedes all negotiations, representations, prior discussion and preliminary agreements among the parties hereto relating to the subject matter of this Agreement.

(e) *Captions.* The captions, titles and section headings throughout this Agreement are for convenience and reference only and shall not be deemed or held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement, nor to define, limit or describe the scope or intent of a particular section.

(f) *Binding Effect.* Except as expressly provided otherwise herein, the terms, covenants and conditions contained in this Agreement shall run with the land and bind the Ericksons and the Glastonbury Landowners Association and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

(g) It is agreed and understood by and between the parties hereto, and the parties covenant, each with each other, their members, assigns, and successors in interest, that when and so often as may be necessary, the parties their members, assigns and successors in interest will execute, do such reasonable things and give such assurances as may be reasonable required to perfect the implied and expressed covenants and conditions herein set forth, reserved, and contained to be kept and performed on the part of the parties hereto.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

8. The parties hereto acknowledge and proclaim that they each have necessary authority to execute this Agreement on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of May, 2012.

Peter Erickson

Cyrese Erickson

STATE OF ILLINOIS)

: ss.

County of _____)

On this ____ day of May, 2012 before me appeared Peter and Cyrese Erickson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(SEAL)

Notary Public for the State of Illinois

Printed Name: _____

Residing at: _____, Illinois

My commission expires: _____

Glastonbury Landowners Association, Inc.

By: _____
Its: _____

Attested by the Secretary:

STATE OF MONTANA)
 : ss.
County of Park)

On this ____ day of June, 2012 before me appeared _____, the
_____ of the Glastonbury Landowners Association, Inc. and
_____, the Secretary of the Glastonbury Landowners Association, Inc. ,
known to me to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.

(SEAL)

Notary Public for the State of Illinois
Printed Name: _____
Residing at: _____, Illinois
My commission expires: _____

**DECLARATION OF
BUILDING AND TRANSFER RESTRICTIONS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

PETER AND CYRESE ERICKSON with a mailing address of 98 E. Napperville Road, Westmont, IL 60559 ("Ericksons"), hereinafter referred to as "Grantor," does hereby grant, subject to the terms and conditions expressed herein, an exclusive restrictive easement for building over, under and across Lots 90 and 91 of Certificate of Survey 616A on file and of record in the Park County Clerk and Recorder (commonly referred to as Glastonbury South Subdivision) in Park County, Montana to the Glastonbury Landowners Association, Inc, of P.O. Box 312, Emigrant, MT 59027 (hereinafter Grantee).

Grantor hereby grants and gives, for the benefit of lots owner represented by the Glastonbury Landowners Association, Inc., an easement restricting and prohibiting the construction, building and placement of structures on Lot 90, more particularly described above.

The consideration for the granting of the easement is the variance approved to the Grantors' for construction on Lot 91 of COS 616A on file in the Park County Clerk and Recorder's office.

Grantors further restrict Lots 90 and 91 to be not transferred separate and apart from each other. In the future and with any transfer Ericksons and all future owners are hereby required to transfer Lot 90 and Lot 91 together into a common ownership and Lots 90 and 91 shall not be transferred separate and apart each from the other.

Neither party may modify the size, scope or location of the easement without the prior written consent of both parties.

The parties agree that this Declaration of Easement shall be governed by, construed and enforced in accordance with the law of the State of Montana.

The grant herein is and shall be in perpetuity. The rights and obligations of the parties hereto shall not terminated, altered or amended, except by mutual written

agreement of the owners of record of Lot 90 and the Glastonbury Landowners Association, Inc.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the ____ day of April, 2012.

GRANTOR:

Peter Erickson

Cyrese Erickson

STATE OF ILLINOIS)
 : ss.
County of _____)

On this ____ day of June, 2012 before me appeared Peter and Cyrese Erickson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(SEAL)

Notary Public for the State of Illinois
Printed Name: _____
Residing at: _____, Illinois
My commission expires: _____

EXHIBIT J

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 10, 2012

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Donna Andersen
- Gerald Dubiel
- Janet Naclerio
- Daniel O'Connell
- Valery 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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 10, 2012

Number Of Votes	
GLA Official Initial	

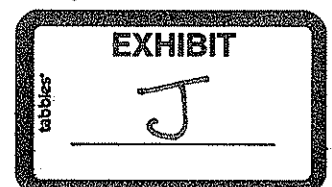
Vote for 3* **Board Candidate**

- Donna Andersen
- Gerald Dubiel
- Janet Naclerio
- Daniel O'Connell
- Valery 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.



SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 10, 2012

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Alyssa Allen
- Laura Boise
- Tim Brockett
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 10, 2012

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Alyssa Allen
- Laura Boise
- Tim Brockett
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 12, 2011

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Kenneth Haug
- Charlotte Mizzi
- Daniel O'Connell
- Valery O'Connell
- Paul Ranttalo
- William Smith
- Linda Ulrich
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 12, 2011

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Kenneth Haug
- Charlotte Mizzi
- Daniel O'Connell
- Valery O'Connell
- Paul Ranttalo
- William Smith
- Linda Ulrich
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 12, 2011

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Richard Bolen
- Tim Brockett
- Sean Halling
- Scott McBride
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 12, 2011

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate**

- Richard Bolen
- Tim Brockett
- Sean Halling
- Scott McBride
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 13, 2010

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate** (See Reverse Side for Candidate Background Information)

- Gerald Dubiel
- Janet Naclerio
- Sheridan Stenberg
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 13, 2010

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate** (See Reverse Side for Candidate Background Information)

- Gerald Dubiel
- Janet Naclerio
- Sheridan Stenberg
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- _____ (Write-in Candidate)

*Vote for up to 3 Board candidates and 1 Ombudsman. Elected Board members serve 2

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 13, 2010

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate** (See Reverse Side for Candidate Background Information)

- Alyssa Angelis
- Laura Boise
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 13, 2010

Number Of Votes	
GLA Official Initial	

Vote for 3* **Board Candidate** (See Reverse Side for Candidate Background Information)

- Alyssa Angelis
- Laura Boise
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Vote for 1* **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 14, 2009

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Daniel O'Connell
- Paul Ranttalo.
- William Smith
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Penelope Price
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 14, 2009

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Daniel O'Connell
- Paul Ranttalo.
- William Smith
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Penelope Price
- _____ (Write-in Candidate)

*Vote for up to 3 Board candidates and 1 Ombudsman. Elected Board members serve 2

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 14, 2009

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Richard Bolen
- Neil Kremer.
- Clare Parker
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 14, 2009

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Richard Bolen
- Neil Kremer.
- Clare Parker
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 8, 2008

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Gerald Dubiel
- Janet Naclerio
- Sherry Stenberg
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Penelope Price
- _____ (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.

NORTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 8, 2008

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Gerald Dubiel
- Janet Naclerio
- Sherry Stenberg
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Penelope Price
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 8, 2008

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Alyssa Angelis
- Laura Boise
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

SOUTH GLASTONBURY BALLOT
For Election of Board of Directors and Ombudsmen
November 8, 2008

Number Of Votes	
GLA Official Initial	

***Vote for 3** **Board Candidate** (See Reverse Side for Candidate Background Information)

- Alyssa Angelis
- Laura Boise
- Rich Spallone
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

***Vote for 1** **Ombudsman Candidate**

- Jeanne Campbell
- _____ (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.

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY
2007 BALLOT
 November 17, 2007

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not lose this Ballot. Replacement Ballots will not be issued. Voters are given *one Ballot only* unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 4	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Gerald P. Dubiel
<input type="checkbox"/>	Charlotte Mizzi
<input type="checkbox"/>	Paul Ranttalo
<input type="checkbox"/>	Ian Scott
<input type="checkbox"/>	William Smith
<input type="checkbox"/>	Ronald Wartman
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	Penelope Price
<input type="checkbox"/>	_____ (Write-in Candidate)

*Vote for up to 4 (four) Board candidates and 1 Ombudsman. 3 Elected Board members will serve 2-year terms; 1 (one) will serve a 1-year term. The Ombudsman serves a 1-year term.

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY
2007 BALLOT
 November 17, 2007

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not lose this Ballot. Replacement Ballots will not be issued. Voters are given *one Ballot only* unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 4	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Gerald P. Dubiel
<input type="checkbox"/>	Charlotte Mizzi
<input type="checkbox"/>	Paul Ranttalo
<input type="checkbox"/>	Ian Scott
<input type="checkbox"/>	William Smith
<input type="checkbox"/>	Ronald Wartman
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	Penelope Price
<input type="checkbox"/>	_____ (Write-in Candidate)

*Vote for up to 4 (four) Board candidates and 1 Ombudsman. 3 Elected Board members will serve 2-year terms; 1 (one) will serve a 1-year term. The Ombudsman serves a 1-year term.

Glastonbury Landowners Association, Inc.
SOUTH GLASTONBURY
2007 BALLOT
 November 17, 2007

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not lose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Richard Bolen
<input type="checkbox"/>	Dan Kehoe, Jr.
<input type="checkbox"/>	Randy Mosness
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	Jeanne Campbell
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (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.

Glastonbury Landowners Association, Inc.
SOUTH GLASTONBURY
2007 BALLOT
 November 17, 2007

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not lose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Richard Bolen
<input type="checkbox"/>	Dan Kehoe, Jr.
<input type="checkbox"/>	Randy Mosness
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	Jeanne Campbell
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (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.

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY
2006 ATTENDEE BALLOT
 November 11, 2006

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not loose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Charlene Murphy
<input type="checkbox"/>	Janet Naclerio
<input type="checkbox"/>	Francis Regan, Jr.
<input type="checkbox"/>	Ian Scott
<input type="checkbox"/>	Robert Wallace
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	_____ (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.

Glastonbury Landowners Association, Inc.
NORTH GLASTONBURY
2006 ATTENDEE BALLOT
 November 11, 2006

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not loose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Charlene Murphy
<input type="checkbox"/>	Janet Naclerio
<input type="checkbox"/>	Francis Regan, Jr.
<input type="checkbox"/>	Ian Scott
<input type="checkbox"/>	Robert Wallace
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	_____ (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.
 Ballot 2006 - NG Nov 11.doc

Glastonbury Landowners Association, Inc.
SOUTH GLASTONBURY
2006 ATTENDEE BALLOT
 November 11, 2006

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not loose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Catherine Bielitz
<input type="checkbox"/>	Laura Boise
<input type="checkbox"/>	Timothy Brockett
<input type="checkbox"/>	George Makris
<input type="checkbox"/>	Rich Spallone
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	_____ (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.

Glastonbury Landowners Association, Inc.
SOUTH GLASTONBURY
2006 ATTENDEE BALLOT
 November 11, 2006

Number Of Votes	
GLA Official Initial	

IMPORTANT INFORMATION

Please do not loose this Ballot. Replacement Ballots will not be issued. Voters are given one Ballot only unless land is owned in both North and South Glastonbury. If your Ballot is altered in any way it will not be counted.

*Vote for 3	<u>GLA Board of Directors Candidate</u>
<input type="checkbox"/>	Catherine Bielitz
<input type="checkbox"/>	Laura Boise
<input type="checkbox"/>	Timothy Brockett
<input type="checkbox"/>	George Makris
<input type="checkbox"/>	Rich Spallone
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
<input type="checkbox"/>	_____ (Write-in Candidate)
*Vote for 1	<u>GLA Ombudsman</u>
<input type="checkbox"/>	_____ (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

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 12, 2005

No. of Votes

*-PLEASE. DO NOT LOOSE THIS BALLOT-
REPLACEMENT BALLOTS WILL NOT BE ISSUED. VOTERS ARE GIVEN ONE BALLOT ONLY UNLESS
LAND IS OWNED IN BOTH NORTH & SOUTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (*Vote for 3)	_____	Edward Anderson	_____	Charlotte Mizzi
	_____	Pouwel Gelderloos	_____	Rik Pittendorfer
	_____	Sabrina Hanan	_____	William Smith
	_____	(Write-In Candidate)		
	_____	(Write-In Candidate)		
Ombudsman (*Vote for 1)	_____	Penelope Price	_____	
	_____	(Write-In Candidate)		

*North Glastonbury landowners may vote for up to three Board candidates plus one Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 12, 2005

No. of Votes

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LAND IS OWNED IN BOTH NORTH & SOUTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (*Vote for 3)	_____	Edward Anderson	_____	Charlotte Mizzi
	_____	Pouwel Gelderloos	_____	Rik Pittendorfer
	_____	Sabrina Hanan	_____	William Smith
	_____	(Write-In Candidate)		
	_____	(Write-In Candidate)		
Ombudsman (*Vote for 1)	_____	Penelope Price	_____	
	_____	(Write-In Candidate)		

*North Glastonbury landowners may vote for up to three Board candidates plus one Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term.

SOUTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 12, 2005

No. of Votes

*-PLEASE. DO NOT LOOSE THIS BALLOT-
REPLACEMENT BALLOTS WILL NOT BE ISSUED. VOTERS ARE GIVEN ONE BALLOT ONLY UNLESS
LAND IS OWNED IN BOTH SOUTH & NORTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (*Vote for 3)	_____	Catherine Bielitz	_____	Kathleen Rakela
	_____	Ross Fitzgerald	_____	James Trisdale
	_____	Samuel Hazen	_____	Albert Vinci
	_____	Orlando Johnson		
	_____	(Write-In Candidate)		
	_____	(Write-In Candidate)		
Ombudsman (*Vote for 1)	_____	Jeanne Campbell		
	_____	(Write-In Candidate)		

*South Glastonbury landowners may vote for up to three Board candidates plus one Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term. Note: David Tonkin is completing a two-year term, is not running for office and, therefore, should not be entered as a write-in candidate.

SOUTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 12, 2005

No. of Votes

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LAND IS OWNED IN BOTH SOUTH & NORTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (*Vote for 3)	_____	Catherine Bielitz	_____	Kathleen Rakela
	_____	Ross Fitzgerald	_____	James Trisdale
	_____	Samuel Hazen	_____	Albert Vinci
	_____	Orlando Johnson		
	_____	(Write-In Candidate)		
	_____	(Write-In Candidate)		
Ombudsman (*Vote for 1)	_____	Jeanne Campbell		
	_____	(Write-In Candidate)		

*South Glastonbury landowners may vote for up to three Board candidates plus one Ombudsman. Elected Board members serve 2-year terms. The Ombudsman serves a 1-year term. Note: David Tonkin is completing a two-year term, is not running for office and, therefore, should not be entered as a write-in candidate.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 13, 2004

No. of Votes

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LAND IS OWNED IN BOTH NORTH & SOUTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 3)	_____	Ronda Alexander
	_____	James Kozlik
	_____	Janet Naclerio
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	Richard Johnson
	_____	Penelope Price
	* _____	_____ (Write-In Candidate)

* North Glastonbury landowners may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. Note: Philip Hoag, a board member completing his two-year term, will *not* be not running for office and therefore should not be entered as a write-in candidate.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 13, 2004

No. of Votes

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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 3)	_____	Ronda Alexander
	_____	James Kozlik
	_____	Janet Naclerio
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	Richard Johnson
	_____	Penelope Price
	* _____	_____ (Write-In Candidate)

* North Glastonbury landowners may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. Note: Philip Hoag, a board member completing his two-year term, will *not* be not running for office and therefore should not be entered as a write-in candidate.

SOUTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 13, 2004

No. of Votes

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Board Candidate (Vote for 3)	_____	Allysa Angelis Allen	
	_____	Laura Boise	
	_____	Orlando Johnson	
	_____	Joanna Snyder	
	_____	James Trisdale	
	* _____	_____	(Write-In Candidate)
	* _____	_____	(Write-In Candidate)
Ombudsman (Vote for 1)	_____	Jeannie Campbell	
	* _____	_____	(Write-In Candidate)

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Note: The following board member is completing a two-year term, is not running for office and, therefore, should not be entered as a write-in candidate: Pamela May.

SOUTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 13, 2004

No. of Votes

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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 3)	_____	Allysa Angelis Allen	
	_____	Laura Boise	
	_____	Orlando Johnson	
	_____	Joanna Snyder	
	_____	James Trisdale	
	* _____	_____	(Write-In Candidate)
	* _____	_____	(Write-In Candidate)
Ombudsman (Vote for 1)	_____	Jeannie Campbell	
	* _____	_____	(Write-In Candidate)

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Note: The following board member is completing a two-year term, is not running for office and, therefore, should not be entered as a write-in candidate: Pamela May.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
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November 15, 2003

No. of Votes

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Board Candidate (Vote for 4)		Edward Anderson	
		Philip Hoag	
		James Kozlik	
		Janet Naclerio	
	*		(Write-In Candidate)
	*		(Write-In Candidate)
Ombudsman (Vote for 1)		Richard Johnson	
	*		(Write-In Candidate)

Note: You may vote for up to four candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. In North Glastonbury, 3 candidates will serve 2-year terms and 1 will serve a 1-year term (to complete Jon Olsen's term). The following board members are completing two-year terms and are not eligible to be write-in candidates: Robert Wallace and Charlotte Mizzi.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 15, 2003

No. of Votes

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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 4)		Edward Anderson	
		Philip Hoag	
		James Kozlik	
		Janet Naclerio	
	*		(Write-In Candidate)
	*		(Write-In Candidate)
Ombudsman (Vote for 1)		Richard Johnson	
	*		(Write-In Candidate)

Note: You may vote for up to four candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. In North Glastonbury, 3 candidates will serve 2-year terms and 1 will serve a 1-year term (to complete Jon Olsen's term). The following board members are completing two-year terms and are not eligible to be write-in candidates: Robert Wallace and Charlotte Mizzi.

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For Members of the Board of Directors and Ombudsmen
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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 3)	_____	Richard Allen
	_____	Cynthia Blocker
	_____	Kristen Hardesty
	_____	David Tonkin
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	No nominees for Ombudsman have been submitted.
	* _____	_____ (Write-In Candidate)

Note: You may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. The following board members are completing two-year terms and are not eligible to be write-in candidates: Orlando Johnson, Pamela May and James Trisdale.

SOUTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 15, 2003

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Board Candidate (Vote for 3)	_____	Richard Allen
	_____	Cynthia Blocker
	_____	Kristen Hardesty
	_____	David Tonkin
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	No nominees for Ombudsman have been submitted.
	* _____	_____ (Write-In Candidate)

Note: You may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. The following board members are completing two-year terms and are not eligible to be write-in candidates: Orlando Johnson, Pamela May and James Trisdale.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 16, 2002

No. of Votes

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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate	_____	Edward Anderson
(Vote for 4)	_____	Philip Hoag
	_____	James Kozlik
	_____	Janet Naclerio
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman	_____	Richard Johnson
(Vote for 1)	* _____	_____ (Write-In Candidate)

Note: You may vote for up to four candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. In North Glastonbury, 3 candidates will serve 2-year terms and 1 will serve a 1-year term (to complete Jon Olsen's term). The following board members are completing two-year terms and are **not** eligible to be write-in candidates: Robert Wallace and Charlotte Mizzi.

NORTH GLASTONBURY BALLOT
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 16, 2002

No. of Votes

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THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate	_____	Edward Anderson
(Vote for 4)	_____	Philip Hoag
	_____	James Kozlik
	_____	Janet Naclerio
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman	_____	Richard Johnson
(Vote for 1)	* _____	_____ (Write-In Candidate)

Note: You may vote for up to four candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. In North Glastonbury, 3 candidates will serve 2-year terms and 1 will serve a 1-year term (to complete Jon Olsen's term). The following board members are completing two-year terms and are **not** eligible to be write-in candidates: Robert Wallace and Charlotte Mizzi.

**South Glastonbury
BALLOT**
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 16, 2002

No. of Votes

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Board Candidate (Vote for 3)	_____	Orlando Johnson
	_____	Pamela May
	_____	James Trisdale
	_____	Walter Wunsch
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	
	* _____	_____ (Write-In Candidate)

* South Glastonbury landowners may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. The following board members are completing two-year terms and are not eligible to be write-in candidates: Cynthia Blocker, Daniel Kehoe, Jr. and David Tonkin.

**South Glastonbury
BALLOT**
For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association
November 16, 2002

No. of Votes

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LAND IS OWNED IN BOTH NORTH & SOUTH GLASTONBURY.
THANK YOU FOR VOTING AFTER THE CASTING OF VOTES IS ANNOUNCED*

Board Candidate (Vote for 3)	_____	Orlando Johnson
	_____	Pamela May
	_____	James Trisdale
	_____	Walter Wunsch
	* _____	_____ (Write-In Candidate)
	* _____	_____ (Write-In Candidate)
Ombudsman (Vote for 1)	_____	
	* _____	_____ (Write-In Candidate)

* South Glastonbury landowners may vote for up to three candidates for the Board plus one Ombudsman. Board candidates serve 2-year terms and Ombudsman a 1-year term. The following board members are completing two-year terms and are not eligible to be write-in candidates: Cynthia Blocker, Daniel Kehoe, Jr. and David Tonkin.

2001

BALLOT

For Members of the Board of Directors and Ombudsmen Glastonbury Landowners Association

NORTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate:	_____	Pouwel Gelderloos
(Vote for 3)	_____	Charlotte Mizzi
	_____	Janet Naclerio
	_____	Jon Olsen
	_____	Robert Wallace

*	_____	_____	(Write-in Candidate)
*	_____	_____	(Write-in Candidate)

Ombudsman:	_____	_____
(Vote for 1)	_____	_____
		(Write-in Candidate)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Philip Hoag, Eric Newhouse and Ian Scott.

To be detached by polling official.

SIGN MAIL-IN OR FAXED BALLOTS ONLY

Signature/s	_____
Parcel/Tract/Lot No.	_____
Print Name/s	_____

NOTE: A parcel, tract or lot owned individually or in joint tenancy (i.e., by husband and wife) is allotted one vote. The vote is not split. The ballot may be signed by one joint tenant or both.

If a parcel, tract or lot is owned by two or more individuals as tenants-in-common, each tenancy-in-common interest, whether owned individually or in joint tenancy (i.e., by husband and wife), is allotted one vote which is not split. The ballot may be signed by one joint tenant or both.

A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes).

PLEASE FAX (406-333-4571) OR MAIL BACK YOUR BALLOT IN THE ENCLOSED ENVELOPE SO IT WILL BE RECEIVED BY NOVEMBER 9, 2001. YOU MAY ALSO VOTE IN PERSON OR BY PROXY AT THE ANNUAL MEETING. IN ORDER TO QUALIFY TO VOTE, ASSESSMENTS MUST BE PAID THROUGH SEPTEMBER 30, 2001.

2004

BALLOT

For Members of the Board of Directors and Ombudsmen Glastonbury Landowners Association

SOUTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ Cynthia Blocker
 (Vote for 3) _____ Daniel Kehoe, Jr.
 _____ David Tonkin
 _____ Paula Trisdale

* _____ (Write-in Candidate)
 * _____ (Write-in Candidate)

Ombudsman: _____ Regina Wunsch
 (Vote for 1) _____ (Write-in Candidate)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Bruce Ganje and Walter Wunsch.

To be detached by polling official.

SIGN MAIL-IN OR FAXED BALLOTS ONLY

Signature/s _____

Parcel/Tract/Lot No. _____

Print Name/s _____

NOTE: A parcel, tract or lot owned individually or in joint tenancy (i.e., by husband and wife) is allotted one vote. The vote is not split. The ballot may be signed by one joint tenant or both.

If a parcel, tract or lot is owned by two or more individuals as tenants-in-common, each tenancy-in-common interest, whether owned individually or in joint tenancy (i.e., by husband and wife), is allotted one vote which is not split. The ballot may be signed by one joint tenant or both.

A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes).

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2000

BALLOT

For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association

SOUTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ Bruce Ganje
 (Vote for 3) _____ George Makris
 _____ Walter Wunsch
 _____ (Write in Candidate)
 _____ (Write in Candidate)

Ombudsman: _____ Regina Wunsch
 (Vote for 1) _____ (Write in Candidate)

To be detached by polling official

Sign Mail-In Or Faxed Ballots Only

Signature/s

Print Name/s

Parcel/Tract/Lot No.

NOTE: A parcel, tract or lot owned individually or in joint tenancy (i.e., by husband and wife) is allotted one vote. The vote is not split. The ballot may be signed by one joint tenant or both.

If a parcel tract or lot is owned by two or more individuals as tenants-in-common, each tenancy-in-common interest, whether owned individually or in joint tenancy (i.e., by husband and wife), is allotted one vote which is not split. The ballot may be signed by one joint tenant or both.

A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes).

PLEASE FAX (406-333-4477) OR MAIL BACK YOUR BALLOT IN THE ENCLOSED ENVELOPE SO IT WILL BE RECEIVED BY NOVEMBER 10, 2000. YOU MAY ALSO VOTE IN PERSON OR BY PROXY AT THE ANNUAL MEETING. IN ORDER TO QUALIFY TO VOTE, ASSESSMENTS MUST BE PAID THROUGH SEPTEMBER 30, 2000.

BALLOT

1999

For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association

NORTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ Harold Blais
(Vote for 3) _____ Mykah Carey
_____ Jon Olsen
_____ Jim Phipps
_____ Robert Wallace

* _____ (Write-in Candidate)
* _____ (Write-in Candidate)

Ombudsman: _____ Joan Murphy
(Vote for 1) _____ (Write-in Candidate)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Philip Hoag, Eric Newhouse and Maria Scoble.

BALLOT

1999

For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association

SOUTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ Bruce Ganje
(Vote for 3) _____ Daniel Kehoe, Jr.
_____ Linda Kremer
_____ Julene Lisota
_____ David Tonkin

* _____ (Write-in Candidate)
* _____ (Write-in Candidate)

Ombudsman: _____ Regina Wunsch
(Vote for 1) _____ (Write-in Candidate)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Andrew Field, Daniel Kehoe, Sr. and Walter Wunsch.

1998

BALLOT

For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association

NORTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ John Alexander
 (Vote for 3) _____ Lisa Buford
 _____ Philip Hoag
 _____ Peggy Keathley
 _____ Eric Newhouse
 _____ Jim Phipps
 _____ Maria Scoble
 * _____ (Write-in Candidate)
 * _____ (Write-in Candidate)

Ombudsman: _____ (Write-in Candidate)
 (Vote for 1)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Joan Murphy, David Newhouse, Sr. and Patrick Wolberd.

=====

To be detached by polling official.

SIGN MAIL-IN OR FAXED BALLOTS ONLY

Signature/s

Parcel/Tract/Lot No. _____

Print Name/s

NOTE: A parcel, tract or lot owned individually or in joint tenancy (i.e., by husband and wife) is allotted one vote. The vote is not split. The ballot may be signed by one joint tenant or both.

If a parcel, tract or lot is owned by two or more individuals as tenants-in-common, each tenancy-in-common interest, whether owned individually or in joint tenancy (i.e., by husband and wife), is allotted one vote which is not split. The ballot may be signed by one joint tenant or both.

A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes).

PLEASE FAX (406-333-4722) OR MAIL BACK YOUR BALLOT IN THE ENCLOSED ENVELOPE SO IT WILL BE RECEIVED BY NOVEMBER 10, 1998. YOU MAY ALSO VOTE IN PERSON OR BY PROXY AT THE ANNUAL MEETING. IN ORDER TO QUALIFY TO VOTE, ASSESSMENTS MUST BE PAID THROUGH SEPTEMBER 30, 1998.

1998

BALLOT

For Members of the Board of Directors and Ombudsmen
Glastonbury Landowners Association

SOUTH GLASTONBURY

You may vote for up to three candidates for the Board plus one Ombudsman. (See reverse side of ballot for information about candidates.)

Board Candidate: _____ Andrew Field
 (Vote for 3) _____ Daniel Kehoe, Sr.
 _____ Walter Wunsch
 * _____ (Write-in Candidate)
 * _____ (Write-in Candidate)

Ombudsman: _____ Laurel Matthews
 (Vote for 1) _____ (Write-in Candidate)

*The following board members are completing two-year terms and are not eligible to be write-in candidates: Horus Brailsford, Daniel Kehoe, Jr. and Linda Kremer.

=====

To be detached by polling official.

SIGN MAIL-IN OR FAXED BALLOTS ONLY

Signature/s

Parcel/Tract/Lot No. _____

Print Name/s

NOTE: A parcel, tract or lot owned individually or in joint tenancy (i.e., by husband and wife) is allotted one vote. The vote is not split. The ballot may be signed by one joint tenant or both.

If a parcel, tract or lot is owned by two or more individuals as tenants-in-common, each tenancy-in-common interest, whether owned individually or in joint tenancy (i.e., by husband and wife), is allotted one vote which is not split. The ballot may be signed by one joint tenant or both.

A landowner has a separate vote for each piece of property owned (i.e., a landowner who owns two parcels has two votes).

PLEASE FAX (406-333-4738) OR MAIL BACK YOUR BALLOT IN THE ENCLOSED ENVELOPE SO IT WILL BE RECEIVED BY NOVEMBER 10, 1998. YOU MAY ALSO VOTE IN PERSON OR BY PROXY AT THE ANNUAL MEETING. IN ORDER TO QUALIFY TO VOTE, ASSESSMENTS MUST BE PAID THROUGH SEPTEMBER 30, 1998.

1997
1st
Election

BALLOT

For Members of the Board of Directors and Ombudsman
Glastonbury Landowners Association

North Glastonbury

You may vote for up to six candidates for the Board plus one Ombudsman.

Board Candidates:
(Vote for 6)

- _____ Philip Hoag
- _____ Peggy Keathley
- _____ Randolph Mack
- _____ Joan Murphy
- _____ David Newhouse
- _____ Maria Scoble
- _____ Patrick Wolberd
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Ombudsman:
(Vote for 1)

- _____ Margaret Roach
- _____ (Write-in Candidate)

BALLOT

For Members of the Board of Directors and Ombudsman
Glastonbury Landowners Association

South Glastonbury

You may vote for up to six candidates for the Board plus one Ombudsman.

Board Candidates:
(Vote for 6)

- _____ Horus Brailsford
- _____ Philip Covington
- _____ Andrew Field
- _____ Nadim Issa
- _____ Daniel Kehoe, Jr.
- _____ Linda Kremer
- _____ Bob Manhart
- _____ Walter Wunsch
- _____ (Write-in Candidate)
- _____ (Write-in Candidate)

Ombudsman:
(Vote for 1)

- _____ (Write-in Candidate)

1997
1st
Election