

## 2025 GLA Annual Election Report

The 2025 GLA Annual Election tally was certified on December 19, 2025. The results were delayed by two major issues the Board had to meticulously find solutions for.

The initial tally conducted by ATS was in error. Four ineligible ballots polluted the eligible ballot pool. Ballots are 100% confidential and once they were mixed in there was no way to remove them. Many of the candidates were within four votes of each other which further complicated the situation. Ultimately two leading candidates, Doug Gill and Ryan Kinports decided to withdraw. Then the Board decided to accept the polluted count as the official tally.

The second major issue was that several write-in candidates received enough votes to win a seat. But because they did not declare their candidacy earlier via a nomination form, they were never vetted. The GLA Board voted on December 8<sup>th</sup> that two of the write-in candidates, Walter Wunsch and Jaylyn Jensen, were in violation of the covenants. Walter Wunsch violated the Master Plan section 1.7 Light Manufacturing. That section requires all businesses who have more than 7 employees to notify the Board and be subject to a Road Use Fee. Jaylyn Jensen was cited for eyesores and a shed built without seeking a project review. Her property contained 16 vehicles, piles of scrap wood and trash and an illegal structure. Both candidates were presented with time to rebut the charges and cure the violations.

The GLA Legal counsel provided valuable advice and direction for the 2025 election vetting issues. They approved releasing their work to landowners. Their memo is attached.

On December 15<sup>th</sup> the GLA Board disqualified both candidates for not curing the violations. The Board also voted to assess a Road Use Fee starting in January 2026 for the business Walter Wunsch owns, SpecTec. The Road Use Fee is equivalent to the prevailing single assessment amount. That amount in 2025 is \$247.50. And it applies to every employee over the 7 allowed in the Master Plan. It was stated that Walter had 27 employees so he would be assessed \$247.50 each for 20 employees in January 2026. Walter Wunsch is responsible for notifying the Board his employee count on December 31<sup>st</sup> every year. The SpecTec Road Use Fee is expected to add \$4,950.00 to the GLA 2026 budget.

Two other North Glastonbury write-in candidates were also disqualified. John Carp was also disqualified because he was behind in his assessments on October 31, 2025. Martin Hildreth was disqualified because he is not a landowner nor a legal entity representative.

The remaining candidates in North Glastonbury that won a director's seat were:

James Timmer – 43 votes, Claudette Dirkers – 42 votes, Lance Rushmeyer – 36 votes and Holly Gill – 2 votes. Linda Ullrich won the Ombudsman seat with 10 votes.

In South Glastonbury the winners were:

Christine Farrar with 94 votes, Zane Curry with 75 votes, Scott Stomerowski with 72 votes and Alicia Dearing with 70 votes. Miriam Barker won the Ombudsman position with 12 votes.

All Bylaw changes were approved.

Official certification forms are below.

Tim Brockett  
VP GLA  
Election Chair

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**CONFIDENTIAL MEMORANDUM  
ATTORNEY-CLIENT PRIVILEGE/WORK PRODUCT**

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To: GLA Board  
From: Crowley Fleck, PLLP  
Re: Board Election Issues  
Date: December 15, 2025

This memo addresses several questions raised by President Douglas Gill about the recent board of direction election.

**I. Grandfather Clause**

The Wunsches claim that Edward Francis gave Walter permission to exceed the seven-employee limit for light manufacturing imposed by the Master Plan (“MP”). Specifically, the Wunsches claim that Walter’s agreement with Mr. Francis allowed for a maximum of 33 employees. The Wunsches have provided no evidence that Mr. Francis was in a position to grant such permission. Further, although requested, to date the Wunsches have not provided the Board with a copy of Walter’s documentation regarding his contract with CUT and the agreement with Mr. Francis. Because such an agreement is an agreement that by its terms is not to be performed within a year from the making of the agreement, the agreement was required to be in writing and signed by the party to be charged. *See* Mont. Code. Ann. § 28-2-903(1)(a). Therefore, unless the Wunsches provide the written agreement, there is an argument that any agreement is invalid because it is not in writing.

The MP defines “grandfather clause” as “[t]he 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.” General rules of contract interpretation apply to restrictive covenants. *Creveling v. Ingold*, 2006 MT 57, ¶ 8, 331 Mont. 322, 132 P.3d 531. Where a contract, and by extension a restrictive covenant, has been reduced to writing, the intention of the parties is to be ascertained, if possible, from the writing alone. *Id.* Where the language of a covenant is clear and explicit, the Court must apply the language as written. *Id.* The language of a restrictive covenant should be understood in its ordinary and popular sense. *Id.*, ¶ 10. Further, “[i]n the construction of an instrument, the office of the judge is simply to ascertain and declare what is in terms or in substance contained therein, not to insert what has been omitted or to omit what has been inserted.” *Id.*, ¶ 11. It is not the proper role of the judiciary to insert modifying language into clearly written and unambiguous instruments where

the parties to the instrument declined to do so. *Id.*, ¶ 12. Here, the MP clearly defines “grandfather clause” as relating to any “pre-existing structure,” not to the employee limit for light manufacturing. Based on the plain language of the MP, the grandfather clause does not apply to the number of employees employed by Walter.

Even if a court were to ignore the plain language of the MP and find that the “grandfather clause” did apply, any violation of the MP that existed at the time the MP was enacted would be excused from the rule. The grandfathering provision does not permit a landowner to expand or increase a violation. This point is illustrated by *Lewis v. Ponderosa Pines Ranch Property Owners Association*, 2005 MT 325N, 330 Mont. 401, 126 P.3d 507. In that case, Ponderosa Ranch Property Owners Association (“PPRI”) brought an action against Fred Rohde, a property owner, to enforce restrictive covenants barring mobile homes, among other things. In February 1979, PPRI recorded the first covenants applicable to Rohde’s property (“Building Standards”). The Building Standards did not prohibit mobile homes on Rohde’s property. Six mobile homes were moved onto Rohde’s property between 1979 and 1991. PPRI filed amendments to the Building Standards in 1992 (“1992 Amendments”). The 1992 Amendments prohibited mobile homes but provided that any single mobile home already existing as of the 1992 Amendment’s recording date could remain. Two additional mobile homes were moved onto Rohde’s property in 1995 and 1996. A total of eight mobile homes were on Rohde’s property when PPRI filed the lawsuit to enforce various restrictive covenants. Following trial, the district court determined that the mobile homes placed upon Rohde’s property prior to the adoption of the 1992 Amendments could remain. The Court found that these six mobile homes did not lose their “grandfathered” status upon PPRI enacting the 1992 Amendments. The district court, however, directed Rohde to remove the two mobile homes placed on his lot after 1992.

Like in *Lewis* where the six mobile homes that were placed on the property prior to the 1992 Amendments were grandfathered in, here, the number of employees that Walter had when the MP was enacted are “grandfathered” in. Further like in *Lewis* where the two mobile homes placed on the property after the 1992 Amendments were not “grandfathered” in, any additional employees hired after the MP was enacted are not “grandfathered” in. For example, if Walter had ten employees at the time the MP was enacted, he would not be required to terminate three employees to come into compliance. But, as soon as he wanted to hire his eleventh employee, he would need Board approval.

## **II. Good Standing**

To be accepted as candidates for the board, nominees must be in “good standing.” *See* Bylaws at Art. VI(C). To be in “good standing,” the member must be current in the payment of all assessments to the Association and not be violation of the Covenants. *See* Covenants at ¶ 3.19. The Bylaws provide that to be accepted as candidates, nominees must be in good standing

– paid in full on all membership interests as of the last quarterly assessment due date and not in violation of any Covenant, which they declare by signing the nomination form. *See* Bylaws at Art. VI(C). The Board of Directors reserves the right to determine, with a majority vote at any time prior to the close of the election, that a candidate is ineligible due to a Covenant violation or nonpayment of amounts due. *Id.* A candidate who is later discovered to have been ineligible as of the nomination form filing date or who later becomes ineligible prior to the election due to a discovery of a covenant violation, or due to delinquency of assessment debts prior to the election, forfeits their candidacy. *Id.* The Board will immediately attempt to notify the candidate that they will not be listed on the ballot, or if listed on the ballot, votes from them will not be counted. *Id.* Likewise, if a candidate decides to rescind their nomination and not run, the Board will no longer consider them a ballot candidate, and they will not be listed on the ballot, or if listed, votes for them will not be counted. *Id.*

There are no provisions in the Bylaws specifically addressing when the Board discovers a write-in candidate is not in “good standing” after the election results. Under Article VI(B)(16) of the Bylaws, however, the Board has the power and duty to “[a]dopt Rules 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 the Bylaws.” The Board also has the power and duty: (1) to adopt Rules and Regulations for the affairs of the Association and the enjoyment of the Members and (2) do all things necessary to carry into effect the 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. *See* Bylaws at Art. VI(B)(10) & (14). These broad powers would necessarily include determining eligibility of a write-in candidate after the results of the election. In other words, the Board has the power to decide that a write-in candidate that has been elected but is discovered to not be in “good standing” after he or she is elected cannot serve as a director because he or she is not qualified. This is consistent with the Bylaws addressing director candidates and serves the purpose of ensuring all board members are members in “good standing.”

The fact that the Board in good faith believed that both Walter and Jaylyn were in “good standing” and allowed them to vote in the election should not change this. The Bylaws clearly contemplate that if a member is not in “good standing,” that individual should not serve on the board. This is true regardless of the timing of the discovery that an individual is not in “good standing.” And, the Board has broad powers to ensure a member that is discovered to not be in “good standing” after an election does not serve on the Board.

## Quorum Certification Form

### GLA Board Election, November 2025

The Glastonbury Landowners Vote cannot be valid unless quorum is reached as described in the Bylaws, Article V, Section E as: "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."

There are 415 parcels in Glastonbury. Eligible parcels are those owned by Glastonbury Members who were in good standing (paid in full on all assessments, interest and penalties as of October 31, 2025, the last quarterly due date, and not in violation of the Covenants as of November 3, 2025, the ballot deadline). To date, <sup>62</sup>65 parcels are NOT in good standing. Quorum is 25% of the parcels in good standing which equals 88. <sup>89</sup>89.

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I am designated by the GLA Board as a Ballot Processor for the 2025 GLA Board Election. By signing below, I affirm that the computations on the attached sheet are accurate and that quorum was duly achieved.

*Signature of Designated Ballot Processor*

*Date*

*Julie Indreland*

*11/13/2025*

*Print name:*

*Julie Indreland*

## Quorum Computation for 2025 Board Election November 2025

|     |                   |
|-----|-------------------|
| 205 | Number of NG lots |
| 210 | Number of SG lots |
| 415 | Total lots        |

### Number of lots owned by Landowners who are not in Good-Standing

|    |                                                                                                                     |
|----|---------------------------------------------------------------------------------------------------------------------|
| 49 | Number of lots owned by landowners with delinquent assessment payments on October 31, 2025, the last due date. (\$) |
| 4  | Number of lots owned by landowners who are in violation of the Covenants as of the ballot deadline, November 3. (V) |
| 9  | Number of lots owned by landowners who are both delinquent and in violation of the Covenants (\$ and V)             |
| 62 | Unduplicated number of lots owned by landowners who are not in good standing. (Total)                               |

### (A) Number of ballots needed to meet quorum for Nov. 2025 GLA Election

|     |                                                                                    |
|-----|------------------------------------------------------------------------------------|
| 353 | Number of lots that owned by Members in good standing as of Oct 31, 2025. (415-62) |
| 89  | 25% of Eligible Lots = Ballots needed for Quorum. (353*.25)                        |

### (B) Computation of Votes from landowners in Good Standing

|     |                                            |
|-----|--------------------------------------------|
| 86  | Number of NG Eligible Ballot Submissions*  |
| 105 | Number of SG Eligible Ballot Submissions * |
| 191 | Total Eligible Ballot Submissions*         |

**Quorum is met if B is equal to or greater than A.**

\*Note: If landowners include multiple ballots in their submission, contrary to instructions, the number of ballot submissions (envelopes, emails,) could be fewer than the final number of ballots. However, the totals are always extremely close and there often is no discrepancy.

**GLASTONBURY LANDOWNERS ASSOCIATION, INC.**  
**CERTIFICATION OF POLLING FOR THE 2025 BOARD ELECTION**

NORTH GLASTONBURY

I hereby certify as a designated ballot processor for the GLA Board Election in November 2025 for the Glastonbury Landowners Association, Inc. that the voting results listed below were counted and lawfully recorded. The ballots were lawfully cast in accordance with the 2023 Restated Bylaws and Restated Declaration of Covenants of the Glastonbury Landowners Association, Inc.

**Directors**

The three individuals circled below received the highest numbers of votes and are elected to 2-year terms as NG Directors on the Board of the Glastonbury Landowners Association, Inc.

The one individual's name checked below received the next highest numbers of votes is elected to a 1-year term as a NG Director on the Board.

| <i><b>Total Votes</b></i>   |    | <i><b>Total Votes</b></i> |    |
|-----------------------------|----|---------------------------|----|
| Doug Gill                   | 39 | Claudette Dirkers         | 42 |
| Ryan Kinports               | 40 | James Timmer<br>Write-in  | 43 |
| Lance Rushmeier<br>Write-in | 36 | Scott Wheeler<br>Write-in | 1  |
| Tom Dillard<br>Write-in     | 1  | Holly Hill<br>Write-in    | 2  |
| Linda Ulrich<br>Write-in    | 1  | Write-in                  |    |

## Ombudsman

The individual's name who is circled below received the highest numbers of votes is elected to a 1-year term as NG Ombudsman.

|                          | Total Votes |                            | Total Votes |
|--------------------------|-------------|----------------------------|-------------|
| Ben Buford<br>Write-in   | 6           | Olat Nordeman<br>Write-in  | 4           |
| Linda Ulrich<br>Write-in | 10          | Morgan Squires<br>Write-in | 1           |
|                          |             | Lance Rushmeyer            | 1           |

Penelope Price 1 Sean Halling - 1

## Bylaws' Changes

Valerie Wheeler 1

| Change | Section                | Summary                                                                                                                                                                                                                                                                                                                                                                                                                            | Vote (Mark One)                      |                          |
|--------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------|
| 1      | Article I, II and III. | The A, B and C subheadings were reordered. Easier to understand and more precise language was added.                                                                                                                                                                                                                                                                                                                               | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 2      | Article IV             | The revisions prohibit more than one owner of a parcel, a membership interest, from holding more than one office at a time. The new language states "Each Membership Interest and each Member shall be entitled to hold only one (1) office or position at a time as a Director or Ombudsman. Multiple owners of a single or individual Membership Interest shall not be allowed to serve on the Board of Directors concurrently." | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 3      | Article V and VII      | The A, B and C subheadings were reordered. Easier to understand and more precise language was added. Montana Annotated Code dates were updated.                                                                                                                                                                                                                                                                                    | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

Signature

Julie Indreland

Printed Name Date

Julie Indreland 12/19/25

## VERIFICATION

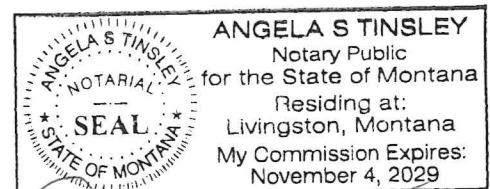
STATE OF MONTANA)

: ss.

County of Park)

, has sworn

Julie Indreland



to me that the Glastonbury Landowners Association directed him/her to count these votes and that he/she has executed the above document.

Subscribed and sworn to before me this day of 19th December 2025.

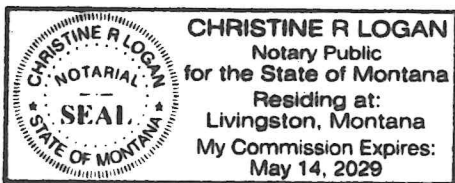


MONTANA NOTARIAL CERTIFICATE  
ACKNOWLEDGEMENT

State of Montana  
County of Park

The attached record, Polling Certification, consisting of 2 pages was  
(Description of record)

acknowledged before me on 12/18/2025 by Julie Indreland  
(Date) (Name of signer(s))



Chris D  
(Notary's Signature)

[Affix stamp above]

This certificate is to be attached to the record described above. Any evidence that it has been detached or removed may render the notarization invalid or unacceptable.

## GLASTONBURY LANDOWNERS ASSOCIATION, INC.

### CERTIFICATION OF POLLING FOR THE 2025 BOARD ELECTION

#### SOUTH GLASTONBURY

I hereby certify, as a designated ballot processor for the GLA Election in November 2025 for the Glastonbury Landowners Association, Inc., that the voting results listed below were counted and lawfully recorded. The ballots were lawfully cast in accordance with the 2023 Restated Bylaws and Restated Declaration of Covenants of the Glastonbury Landowners Association, Inc.

#### Directors

The three individuals circled below received the highest numbers of votes and are elected to 2-year terms as SG Directors on the Board of the Glastonbury Landowners Association, Inc.

The one individual's name checked below received the next highest numbers of votes is elected to a 1-year term as a SG Director on the Board.

#### **Total Votes**

#### **Total Votes**

|                                        |    |                              |    |
|----------------------------------------|----|------------------------------|----|
| Tim Brockett                           | 20 | Christine Farrar             | 94 |
| Zane Curry<br>Write-in                 | 75 | Mark Seaver<br>Write-in      | 1  |
| Scott Stomierowski<br>Write-in         | 72 | Jonathan Reddish<br>Write-in | 1  |
| Alicia Rostend -<br>Write-in Dearing ✓ | 70 | Thomas Spruance<br>Write-in  | 1  |

11-13-25

## Ombudsman

The individual's name who is circled below received the highest numbers of votes and is elected to a 1-year term as SG Ombudsman.

| Total Votes                                  |        | Total Votes                           |        |
|----------------------------------------------|--------|---------------------------------------|--------|
| Miriam Barker<br>Write-in                    | 12     | Jayla Jensen<br>Write-in              | 1      |
| Regina Wunsch<br>Write-in<br>Lester<br>Seago | 1<br>2 | Andrea Sedlak<br>Write-in<br>Ting Lin | 1<br>1 |

## Bylaws' Changes

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|--------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------|
| 1      | Article I, II and III. | The A, B and C subheadings were reordered. Easier to understand and more precise language was added.                                                                                                                                                                                                                                                                                                                               | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 2      | Article IV             | The revisions prohibit more than one owner of a parcel, a membership interest, from holding more than one office at a time. The new language states "Each Membership Interest and each Member shall be entitled to hold only one (1) office or position at a time as a Director or Ombudsman. Multiple owners of a single or individual Membership Interest shall not be allowed to serve on the Board of Directors concurrently." | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 3      | Article V and VII      | The A, B and C subheadings were reordered. Easier to understand and more precise language was added. Montana Annotated Code dates were updated.                                                                                                                                                                                                                                                                                    | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

Signature *Julie Indreland*

Printed Name Date *Julie Indreland 12/18/25*

*11-13-25*

## VERIFICATION

STATE OF MONTANA )

: ss.

County of Park )

, has sworn

to me that the GLA Board of Directors overseeing this election, directed him/her to count these votes and that he/she has executed the above document.

Subscribed and sworn to before me this day of \_\_\_\_\_, 2025.