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Respondents: Leo & Dorothy Keeler  
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PARK COUNTY  
CLERK OF DISTRICT COURT  
MOLLY BRADBERRY

2023 JAN -6 PM 12: 03

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BY *Molly Bradberry*  
MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

DENNIS RILEY, WENDY RILEY, JERRY  
LADEWIG, JEFFERY LADEWIG, MARK  
SEAVER, ANDREA SEDLAK, MARTHA  
McALISTER, JOHN McALISTER  
Together with and on behalf of other lot  
Owners, Petitioners

Cause No. DV -21-101

**BRIEF IN RESPONSE TO  
AMENDED ORDER REQUIRING  
MAILING OF STATUS REPORT  
AND ALLOWING EXTENSION OF  
TIME FOR RESPONSIVE BRIEFING**

Vs

GLASTONBURY LANDOWNERS'  
ASSOCIATION, INC.

Respondent.

COMES NOW, the undersigned Leo and Dorothy Keeler, owners of Lot SG 26-A1 of Plat SD 318, Parcel 26 South, Community of Glastonbury, COS 616A, SD 285, providing the following brief to the Court in response to the COURT ORDER filed 10/19/22 by Judge Brenda Gilbert. This Court Order provides 60 days from the date a Status Report is mailed to landowners, for "any member in good standing, or an attorney acting on such member's behalf, may file a Brief". On 11/19/22, Plaintiffs filed proof that on 11/12/22 a mail service had mailed the Status Report and Court Order to all Members, establishing January 10, 2023 as the deadline for filing such a Brief with the Court.

**I. IN REFERENCE TO THE OCTOBER 19, 2022, AMENDED ORDER REQUIRING MAILING OF STATUS REPORT AND ALLOWING EXTENSION OF TIME FOR RESPONSIVE BRIEFING.**

The subject STATUS REPORT filed by *Custodian Pendente Lite* on September 5, 2022, by Judge Swandal and judicially appointed *President* of Glastonbury Landowners Association (GLA) Board of Directors, John McAlister presented the results of a Member vote on the proposed division of administration of the Community into two separate entities, Glastonbury North and Glastonbury South. That report presented the vote to separate was made by 126 Members and the vote to Remain As-Is was made by 103 landowners.

This separation vote pertained only to administration powers and authorities and does not change any covenant or land use. The Bylaws legally control administration and Article XII establishes the voting process to change them. No land uses, or activities controlled by the Covenants were changed by this vote.

Unfortunately, the order of March 8, 2022, directed the vote to be “*in keeping with the Covenants and the Bylaws of the GLA,*” but did not depict if the vote on separation was to be decided under the rules of the Bylaws, which require only 50% + 1 of **those participating in the vote** to pass or under the Covenants which requires 50% +1 of **all Landowners** to pass.

A total of 333 properties within GLA were found to be in good standing for this vote. A total of 258 ballots were cast, with only 232 properties voting on the separation issue. Ballots voting to separate came from 123 properties (53% of those voting on separation, and 37% of all properties in good standing) and ballots to Remain As-Is came from 109 properties (47% of those voting on separation, and 33% of all properties in good standing).

Ms. Mizzi and Ms. O’Connell in their October 5, 2022, filing on this case ignore the critical directions in the Court order of March 8, 2022. They argue the specific wording in Covenants and Bylaws must be followed and ignore item 2, and other text, requiring decisions be “*in keeping with the Covenants and Bylaws.*” This Court Order wording overrules Bylaw Article XII restricting interpretation of fulfilling the Bylaws to the Board, with the order assigning such authority to Judge Swandal.

ii. **ASSIGNMENT OF ASSOCIATION RIGHTS, POWERS AND RESPONSIBILITIES.**


The continuing disfunction of the new Board elected in September 2022 has been indicated with the reported resignation after less than 3 months service of two newly elected Directors, one of whom served on previous Boards dominated by CUT members.

Establishing a new administrative authority for administration of the GLA was addressed in the original Covenants of 12/16/1982 at clause 10.03 and maintained at 10.03 in the 1997 Restated Covenants. The current Covenant 10.03 reads “*Assignment of Associations 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.* ”

In closing, the separation of Glastonbury into North Glastonbury and South Glastonbury does not change any of the authorized uses or activities on lots within the Community of Glastonbury. The Mediation Agreement, its subsequent ratification by the Board of Directors and the affirmative vote from 53% of those voting on the separation dictates separating Glastonbury into two separate entities.

Since the Covenants control landowner activities and the Bylaws control the Boards administrative activities, we ask the Court to affirm the Landowners vote to separate administration activities into two Boards, North and South Glastonbury, under the voting requirements of the Bylaws.

DATED this 6<sup>th</sup> day of January 2023.

  
Leo Keeler

  
Dorothy Keeler

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served upon the person(s) named below by :

- first-class mail postage pre-paid at the address set forth below on \_\_\_\_\_ (date).
- hand delivery to the person named below on \_\_\_\_\_ (date).
- placing into the box of counsel at the Clerk of District Court office on \_\_\_\_\_ (date).

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

  
\_\_\_\_\_  
(Signature of party serving the document)

Electronically sent via mail to those served the Amended Order filed 10/19/22 as listed below on 1/6/23 date

GLA Board of Directors - info@glamontana.org  
Dennis Riley, President of GLA - drileyglad@gmail.com  
Nicholas J. Lofing - njlofing@GARLINGTON.COM  
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