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

11 KATHLEEN RAKELA and other members of
12 the Glastonbury Landowners Association,

13 Plaintiffs,

14 vs.

15 GLASTONBURY LANDOWNERS
16 ASSOCIATION, INC. (GLA), DENNIS RILEY,
17 DANIEL KEHOE, MARK SEAVER,
18 RICHARD JOHNSON, CHARLENE MURPHY,
19 KEVIN NEWBY, LEO KEELER and Other
20 Does,

21 Defendants,

Cause No. DV 17-150

Judge Brenda R. Gilbert

**DEFENDANT'S RESPONSE IN OPPOSITION
TO PLAINTIFF'S MOTION FOR
TEMPORARY RESTRAINING ORDER**

22 COME NOW Defendants Glastonbury Landowners Association, Inc. (GLA), Dennis Riley,
23 Daniel Kehoe, Mark Seaver, Richard Johnson, Charlene Murphy, Kevin Newby, and Leo Keeler
24 (hereinafter "Defendants") and submit this response in opposition to Plaintiff's Motion for Temporary
25 Restraining Order and Motion to Show Cause Why a Preliminary Injunction Should Not Issue and
26 Declaratory Judgment Hearing Motion.

FACTUAL BACKGROUND

27 The GLA is a nonprofit corporation formed for the mutual benefit of landowners within two
28 developments self-named North and South Glastonbury in Emigrant, Montana in Park County,
Montana. (See Affidavit of Charlene Murphy at ¶ 2 attached as Exhibit A). The GLA has 403

1 membership interests with 336 unique owners in the two developments. (Aff. Murphy at ¶ 2). The GLA
2 is governed by its Articles of Incorporation, the Bylaws of the Glastonbury Landowners Association,
3 Inc. (Exhibit B), the Restated Declaration of Covenants for the Community of Glastonbury (Exhibit C),
4 and the Land Use Master Plan. Parcels within the developments are primarily used as residences. (Aff.
5 Murphy at ¶ 10).

6
7 The GLA Board consists of 12 volunteer directors, six each from North and South Glastonbury.
8 Directors serve a two-year term, and six directors (three each from North and South Glastonbury) are
9 typically elected every year or appointed by the board. (Aff. Murphy at ¶ 3). The GLA, through its board,
10 maintains the roads and common areas, collects assessments, approves building proposals, evaluates
11 variance requests, enforces the restrictive covenants, and has a myriad of other tasks much like any
12 landowners association. (Aff. Murphy at ¶ 3).

13
14 In April of 2017, the GLA Board voted to adopt some changes to election procedures which had
15 been discussed at length prior to this meeting. The changes enumerated that full payment of assessments
16 was required by October 31, 2017 to be eligible to vote at the annual election meeting in November. (Aff.
17 Murphy at ¶ 4). In the past, payments had been allowed the day of the meeting to make someone eligible
18 to vote at that time. This practice was allowed since the 1990's. This practice complicated election days
19 because it required additional processing of payments, calculating fees and interest, and determining
20 eligibility. Additionally, the GLA Covenants require the assessments to be paid annually by January 31
21 or in four quarterly installments on January 31, April 30, July 31 and October 31. (Aff. Murphy at ¶ 4).
22 (See Exhibit C at 23). Notice of the October 31 deadline was sent in the Spring newsletter, in the
23 assessment statements for July and October of 2017, in the nomination packets on August 1, 2017 and in
24 the voting packets on September 25, 2017. (Aff. Murphy at ¶ 4). (See Exhibit D).

1 Nominations for the GLA board for the November annual election were open from August 1, 2017
2 to September 13, 2017. (Aff. Murphy at ¶ 5). Plaintiff Kathleen Rakela (Plaintiff) nominated herself and
3 checked the box on the form indicating she was a member in good standing. (See Exhibit 8 to Plaintiff's
4 Complaint). On or about September 25, 2017, the GLA board became aware that Plaintiff was in violation
5 of the Covenants. Specifically, Plaintiff had subdivided lot 53 in North Glastonbury in the fall of 2016
6 and failed to inform the GLA of this change. (Aff. Murphy at ¶ 5).

7
8 Plaintiff had submitted a preliminary review of the proposed subdivision to the GLA board in
9 2008, but it apparently took her eight years to complete the process. (Aff. Murphy at ¶ 6). (See Exhibit
10 11 to Plaintiff's Complaint). She never notified the GLA of the final subdivision in 2016. No assessments
11 were paid on the new lot either. (Aff. Murphy at ¶ 6).

12
13 GLA Covenant 10.04 states: "Each Landowner agrees to notify the Association in the event of
14 sale or transfer of any of the Landowner's property in the Community qualifying as a Membership
15 Interest." (See Exhibit C at 22). Plaintiff characterizes this violation as "trivial and immaterial" but the
16 failure to notify the GLA deprives the community of assets and the cost sharing necessary to maintain the
17 roads and common properties. See Pl.'s Com. at pg. 7, ¶ 30 (Nov. 29, 2017).

18
19 After inquiries with Plaintiff, the board discussed the situation at its regularly scheduled meeting
20 on October 9, 2017. (Aff. Murphy at ¶ 7). There were two votes. The first vote was to accept Plaintiff as
21 a candidate, and it failed with 1 in favor, 9 opposed, 1 recusal and 1 abstention. The second was to
22 disqualify Plaintiff as a candidate, and it passed with 8 in favor, 1 opposed, 1 recusal and 2 abstentions.
23 Plaintiff asserts three board members should not have voted due to a conflict of interest, but even if they
24 had recused themselves, the results would have been the same. (Aff. Murphy at ¶ 7). (See Exhibit E).

25
26 At this point, absentee ballots had been mailed and 20 ballots had already been returned. So the
27 board voted to postpone the annual meeting to December 2, 2017 to give time to notify landowners of the
28

1 change and send new absentee ballots. (See the notice and revised ballots sent attached as Exhibit F).
2 Plaintiff along with Valery O'Connell made several demands on the board and threatened litigation.
3 Plaintiff demanded specific language be used to inform the members about her disqualification. (Aff.
4 Murphy at ¶ 9). The board found that language unacceptable, and this lawsuit followed.

5 **1. Plaintiff has no standing to assert claims on behalf of anyone else.**

6 Petitioner/Plaintiff Kathleen Rakela's motion lists her and "other members of the Glastonbury
7 Landowners Association" on the heading. She refers to alleged harm to "Members of the Community of
8 Glastonbury" in her motion, and she also seeks a remedy for another member, Marshall Haley. Plaintiff
9 sought a temporary restraining order (TRO) and seeks injunctive relief on the faulty premise of protecting
10 people for whom she has no standing. Plaintiff cannot assert claims on behalf of any other members of
11 the GLA, named or unnamed.

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13
14 "One of the recognized prudential limits on standing is that "the plaintiff generally must assert her
15 own legal rights and interests." *Baxter Homeowners Ass'n., Inc. v. Angel*, 2013 MT 83, ¶ 15, 369 Mont.
16 398, 298 P.3d 1145 citing *Heffernan v. Missoula City Council*, 2011 MT 91, ¶ 30, 360 Mont. 207, 255
17 P.3d 80. Simply stating that she represents "members" of the community is not sufficient to establish
18 third-party standing. She claims no actual harm from change to assessment due dates and asserting this
19 may have harmed members is not enough to establish third-party standing. Further, she cannot assert
20 claims on behalf of Marshall Haley; if he wanted to assert claims then he must do so on his own. A TRO
21 or injunctive relief based on this argument is faulty.

22
23
24 **2. Bylaws and Covenants require a member to be in good standing to be nominated.**

25 The GLA Bylaws state:

26 Prior to each Annual Meeting, the Board shall prescribe the opening date and the closing date of
27 a reasonable filing period in which every *Member in good standing* who has a bona fide interest
28 in serving as s Director may file as a candidate for any position to be filled by votes of the
Membership Interest. (emphasis added) (See Exhibit B at 7).

1
2
3 The GLA Covenants define a Member of the Association in Good Standing as:

4 A member of the Association that is current in the payment of *all assessments* to the Association
5 and is *not in violation of these covenants*. A member in good standing is qualified to vote as
6 provided herein and in the bylaws and rules of the Association. (emphasis added) (See Exhibit C
at 7).

7 It is clear that in order to be nominated as a board candidate (and to vote), a member must be current in
8 all assessments and not in violation of the covenants. There is no qualifying language applying these
9 requirements to North and South Glastonbury separately. It is a bright line test that applies regardless of
10 the location of the land in arrears or the violation.
11

12 Further, “The Board shall have the power to interpret all the provisions of these Bylaws and such
13 interpretation shall be binding on all persons.” (See Exhibit B at 16). The board also has the power to
14 adopt rules for the conduct of elections and the general affairs of the GLA. (See Exhibit B at 6). The
15 Covenants are to “be interpreted in the light of its express language, context and intent...” (See Exhibit
16 C at 4). Plaintiff’s contentions are mere disagreements with the reasonable interpretation of the Bylaws,
17 Covenants and the rules which the board has adopted in its discretionary powers.
18

19 Plaintiff makes many arguments regarding her failure to notify the GLA of transfer of her property
20 in 2016. She claims because the Covenants use the words “Each landowner agrees to notify” versus “shall
21 notify” it does not affirmatively require notice. This ignores the plain meaning of the Covenants, and the
22 board’s interpretation of the affirmative duty is reasonable. Plaintiff’s argument would allow a landowner
23 to avoid paying assessments by hiding the transfer—an obviously unreasonable interpretation.
24

25 Plaintiff also claims she sent notice to an old address. This is a disingenuous argument. First, the
26 old address is on one form on the website as opposed to the numerous other pages with the correct address.
27 Second, Plaintiff has sent many mailings to the correct address. Finally, this supposed notice was sent
28

1 after she nominated herself and after the GLA inquired about her failure to notify it of the transfer. (Aff.
2 Murphy at ¶ 8).

3 Finally, the June 2008 request for preliminary approval was not notice. As the form states, it was
4 simply a preliminary approval required by Park County to start the subdivision process. There was no
5 guarantee the subdivision would occur, and indeed, Plaintiff did not achieve the subdivision until eight
6 years later. The GLA cannot assess and the new voting interest is not created until the subdivision takes
7 effect and the preliminary approval has no legal effect.
8

9 Plaintiff was in violation of the covenants during the nomination period. The language of the
10 Bylaws and the Covenants is clear, and she was ineligible to run for the board. The GLA board looked at
11 the facts and applied the clear language of the governing documents. The only one Plaintiff has to blame
12 for her failure to notify the GLA is herself. Had she actually been paying assessments or attempting to
13 vote the new parcel's membership interest, perhaps that would have served as notice, but that did not
14 happen. Under the facts of the case, Plaintiff did not qualify as a candidate when nominations were open,
15 and that does not justify further delay of the election.
16

17
18 **3. The alleged facts do not support a continuing injunction.**

19 Plaintiff asserts that requiring assessments to be paid on October 31 in order to be eligible to vote
20 justifies an injunction. The basis of this claim is that "The Board did not notify landowners prior to them
21 making these surprise rules..." See Pl.'s Mtn. at 4 (Nov. 27, 2017). This is simply not true. Notice was
22 sent out five separate times. (See Exhibit D). Further, the GLA Covenants specifically require payments
23 on this schedule. (See Exhibit C at 23).
24

25 Plaintiff's TRO has simply complicated the process more. The GLA has had to waste much time
26 and money by canceling the election and expending litigation fees and costs. Members planning to travel
27 to Montana for the meeting have had to cancel or change plans. Presumably the election will be allowed
28

1 at some point, but now the New Year has come. The GLA will have to hold a make-up election which
2 could also be subject to challenge. Therefore, the GLA requests that the Court approve of any procedures
3 for election once the TRO is lifted to prevent legal challenge by Plaintiff, Valery O'Connell or any other
4 member of the GLA.

5 Additionally, Plaintiff asserts this rule violates the Montana rule that voters may register to vote
6 on Election Day. These rules, of course, apply to governmental elections and not to elections within
7 private corporations. Plaintiff's claims regarding the Montana Constitution and Montana governmental
8 election are irrelevant to the GLA's procedures.

9 Finally, Plaintiff claims "Members of the Community of Glastonbury and Rakela believe they
10 have been disenfranchised from their property rights, voting rights and right to have a fair and honest
11 election." Pl.'s Mtn. at 4 (Nov. 27, 2017). As stated above, Plaintiff has no right to assert claims on behalf
12 of other members. She also has not claimed she was ineligible to vote due to the October 31, 2017
13 deadlines—in other words, she suffered no actual harm from that requirement. This does not justify the
14 delay in the election.

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18 **4. The order requiring preservation of recordings and meeting minutes is unnecessary.**

19 Plaintiff asked this Court for a TRO preserving documents and recordings and "to stop the
20 destruction" of corporate records and ballot materials. Plaintiff has presented no evidence whatsoever that
21 the GLA would do such a thing. Plaintiff presumes conspiracy where none exists. The GLA already
22 preserves those records. There is no need to order preservation based on mere suspicions and speculations
23 on the part of Plaintiff.

24
25 **5. There is a separate petition for a special meeting the GLA must respond to, and the GLA
26 seeks Court approved election procedures.**

27 Other members of the GLA have submitted a petition asking for a Special Meeting under the GLA
28 Bylaws for an election. See Exhibit 7 to Pl.'s Com. (Nov. 29, 2017). The GLA requests clarification from

1 the Court to the TRO as to whether that TRO applies to this separate petition as well. The GLA must
2 respond to a Special Meeting request from its members no later than 30 days after the petition is submitted.
3 The GLA cannot respond to the petition without violating the TRO and vice versa.

4 The GLA seeks to hold its election in the spring of 2018. To do so, the GLA requests an Order
5 from the Court lifting the TRO and nullifying the separate petition from GLA members for a new election
6 by Special Meeting. The GLA further requests an Order nullifying all previous ballots. While the GLA
7 feels it acted correctly in any event, trying to accurately count ballots from two different mailings and
8 determining voter eligibility for the past would be too cumbersome. Instead, the GLA sees the most
9 efficient course of action as starting the election process over again. The GLA proposes the following:
10

- 11 1) The GLA will hold nominations for board candidates from February 15, 2018 to March 15,
12 2018. Nominees must be in good standing by being current on all assessments for all properties
13 and not in violation of the Covenants.
14
- 15 2) Absentee ballots and election materials will be sent by March 24, 2018 and due back by April
16 26, 2018.
17
- 18 3) The annual meeting will be held on May 5, 2018 or the closest date to this that meets all the
19 notification deadlines.
- 20 4) For this election, voter eligibility will based on whether a landowner is current on all
21 assessments for all properties as of April 30, 2018, the date the second quarterly assessment
22 payment is due, and not in violation of the Covenants. Payments of assessments will not be
23 allowed on May 5, 2018 to obtain voter eligibility.
24


25 **CONCLUSION**

26 The GLA disagrees with the contentions asserted by Plaintiff and respectfully requests the Court
27 lift the TRO and allow the election under the procedures outlines above.
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DATED this 29th day of December, 2017.

BROWN LAW FIRM, P.C.

BY 
Seth M. Cunningham
Attorneys for Defendants

CERTIFICATE OF SERVICE

This does certify that a true and correct copy of the foregoing was duly served on Plaintiff by U.S. mail, postage prepaid, and addressed as follows, this 28th day of December, 2017:

Kathleen Rakela
109 S B St.
Livingston, MT 59047
Plaintiff Pro Se

By: 

Seth M. Cunningham

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1 Montana. There are 403 membership interests held by about 336 landowners in the two developments.

2 Parcels within the developments are primarily used as residences.

3 3. The GLA board consists of 12 volunteer directors, six each from North and South
4 Glastonbury. Directors serve a two-year term, and six directors (three each from North and South
5 Glastonbury) are typically elected every year or appointed by the board if there is a mid-term vacancy.
6 The GLA, through its board, maintains the roads and common areas, collects assessments, approves
7 building proposals, evaluates variance requests, enforces the restrictive covenants, and has a myriad of
8 other tasks much like any landowners association.
9

10 4. In April of 2017, the GLA Board voted to adopt some changes to election procedures which
11 had been discussed at length prior to this meeting. The changes enumerated that full payment of
12 assessments was required by October 31, 2017 to be eligible to vote at the annual election meeting in
13 November. (Aff. Murphy at ¶ 4). In the past, payments had been allowed the day of the meeting to make
14 someone eligible to vote at that time. This was a practice allowed since the 1990's. This practice
15 complicated election days because it required additional processing of payments, calculating fees and
16 interest, and determining eligibility. Additionally, the GLA Covenants require the assessments to be
17 paid annually by January 31 or in four quarterly installments on January 31, April 30, July 31 and
18 October 31. Notice of the October 31 deadline was sent in the Spring newsletter, in the assessment
19 statements for July and October, in the nomination packets on August 1, 2017 and in the voting packets
20 on September 25, 2017.
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23 5. Nominations for the GLA board for the November annual election were open from August 1,
24 2017 to September 13, 2017. Plaintiff Kathleen Rakela nominated herself and checked the box on the
25 form indicating she was a member in good standing. On or about September 25, 2017, the GLA board
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1 became aware that Plaintiff was in violation of the Covenants. Specifically, Plaintiff had subdivided lot
2 53 in North Glastonbury in the fall of 2016 and failed to inform the GLA of this change.

3 6. Plaintiff had submitted a preliminary review of the proposed subdivision to the GLA board in
4 2008, but the process was not complete until 2016. She never notified the GLA of the final subdivision
5 in 2016. No assessments were paid on the new lot either.
6

7 7. After inquiries with Plaintiff, the board met on October 9, 2017 and discussed the situation
8 during a regularly scheduled monthly board meeting. There were two votes. The first vote was to accept
9 Plaintiff as a candidate, and it failed with 1 in favor, 9 opposed, 1 recusal and 1 abstention. The second
10 was to disqualify Plaintiff as a candidate, and it passed with 8 in favor, 1 opposed, 1 recusal and 2
11 abstentions. Plaintiff asserts three board members should not have voted due to a conflict of interest, but
12 even if they had recused themselves, the results would have been the same. Plaintiff asserts three board
13 members should not have voted due to a conflict of interest, but even if they had recused themselves,
14 the results would have been the same.
15

16 8. Plaintiff informed the board she mailed the notice to an old address, but the notice was never
17 received by the board. The old address appears on one form on the GLA's website as opposed to
18 numerous other pages with the correct address. Plaintiff has mailed many things to the GLA before at
19 the correct address. In any case, Plaintiff mailed the notice after her violation was brought to light.
20

21 9. At this point, absentee ballots had been mailed and 20 ballots had already been returned. So
22 the board voted to postpone the annual meeting to December 2, 2017 to give time to notify landowners
23 of the change and send new absentee ballots. Plaintiff along with Valery O'Connell made several
24 demands on the board and threatened litigation. Plaintiff wanted specific language to be mailed out
25 regarding her disqualification from the ballot in order to avoid litigation. The board decided that
26 language was unacceptable and did not include it in the mailing.
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1 10. As a member of the GLA Board of Directors, I am familiar with the GLA's governing
2 documents including the Articles of Incorporation, the Bylaws of the Glastonbury Landowners
3 Association, Inc., the Restated Declaration of Covenants for the Community of Glastonbury, and the
4 Land Use Master Plan. Attached to this response in opposition to Plaintiff's Motion for Temporary
5 Restraining Order and Motion to Show Cause Why a Preliminary Injunction Should Not Issue and
6 Declaratory Judgment Hearing Motion are true and correct copies of the following documents:
7

8 Exhibit B: Bylaws of Glastonbury Landowners Association, Inc.

9 Exhibit C: Restated Declaration of Covenants for the Community of Glastonbury;

10 Exhibit D: Notice of Election Procedures, Spring 2017 Newsletter, September Notice

11 Exhibit E: GLA Board Meeting Minutes, October 9, 2017

12 Exhibit F: Notice of postponement and revised ballots

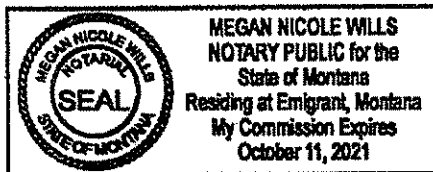
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14 Further, affiant sayeth naught.

15 DATED this 28th day of December, 2017.

16
17
18 Charlene Murphy
Charlene Murphy

19 SUBSCRIBED AND SWORN to me by Charlene Murphy on this 28th day of December, 2017.

20
21 Megan Nicole Wills
Notary Public for the State of Montana



25 State of Montana
26 County of Park
27
28

**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.

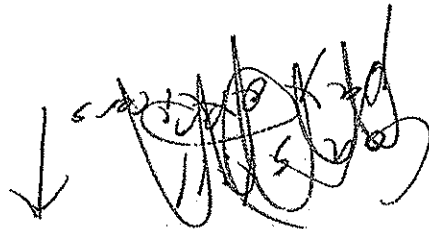
E. **Common Expenses.** Common expenses, in general, shall include expenses of administration and management and expenses for maintenance, repair or replacement of community property. They include, but are not limited to:

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 parcels owned by the Association and any

F. **Budget.** Notice of estimated budget of capital and expense budget by more than 10% shall be prepared showing receipts and shall be mailed to each Member presented at the Annual Meeting.

ompanied by the fiscal year prepared the annual operating year without the approval of the Members. This statement shall be presented at the first day of the business shall, of Directors.

G. **Fiscal Year.** The fiscal year shall terminate on the last day of that fiscal year, terminate on the last day of that fiscal year, terminate on the last day of that fiscal year.



on the first day of the business shall, 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

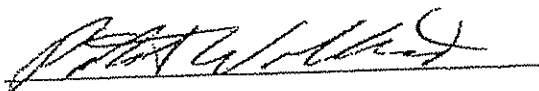
A. **Interpretation and Amendments.** The Board shall have the power to interpret all the provisions of these Bylaws and such interpretation shall be binding on all persons. These Bylaws and the Articles of Incorporation may be amended, repealed or altered, in whole or in part, from time to time whenever 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.

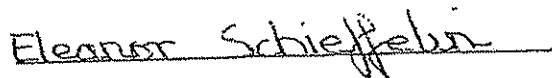
B. **Limitation on Amendments.** No amendment of these Bylaws shall be contrary to or inconsistent with any provision of the Articles of Incorporation, and no amendment of the Articles of Incorporation or these Bylaws shall be contrary to or inconsistent with any provision of the Covenants.

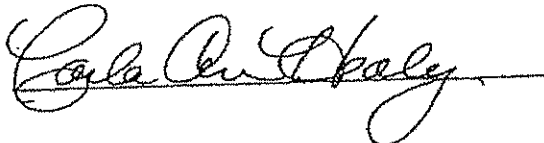
C. **Severability.** A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect and shall be interpreted to give effect to the original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

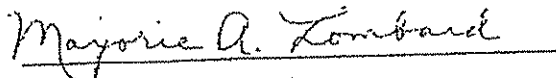
D. **Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

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 F. ...

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

Restated
Declaration of Covenants
for the
Community of Glastonbury

PERGAD-Bayonne, N. J.

EXHIBIT

C

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 Gilmeyer 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. Variances, Waivers. The Association reserves the right to waive or grant variances 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.

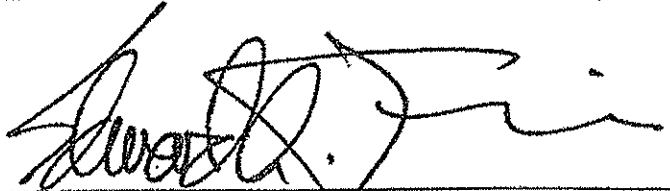
12.05. Titles Not Controlling. None of the titles, captions or headings to any paragraph or section within this Declaration shall control, limit or expand the meaning thereof. References to "he," "his," or to male gender shall also include the female gender and the neuter gender, where appropriate.

- End -

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

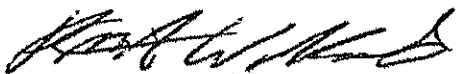
IN WITNESS WHEREOF, the undersigned, acting as the predecessor and successor Grantors, hereby certify that the owners of at least fifty percent (50%) of the parcels described on Exhibits "A" and "B" attached to the Declaration of Covenants, together with any additions thereto, have given their affirmative 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 Glendon
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.

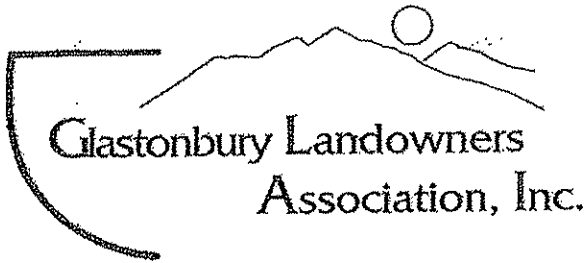
The real property described above shall also include any and all portions, parcels, lots, tracts or other divisions or alterations contained within or segregated from any of the property specifically identified above, whether created before or after the effective date hereof.

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 By _____ Deputy
County Clerk & Recorder
Recording Fee \$ 636.00 Document No. 262163 Return to Edward Francis
P.O. Box 5000
Crown Springs MT
59027

X re recording info

C/S 615A, 616A, 773, 883, 892, 895, 981, 1173, 1328

S/D 80, 166, 198, 217, 226, 233, 221



New GLA Annual Election Procedures Voter Eligibility

At the April 10, 2017 board meeting, the GLA directors voted to change the 2017 election procedures to require full payment of assessments by October 31, 2017 in order to be eligible to vote at the Annual Election Meeting, November 11, 2017.

Assessment fees for the 4th and final installment of the current year and any past due assessments, must be postmarked on or before this same cut-off date of October 31, 2017, and delivered into the GLA PO Box 312, no later than Thursday, November 9, 2017 at 4:00 pm. Again, this requirement must be met to assure your voting eligibility at this year's GLA Annual Election Meeting, November 11, 2017.

Please note that this is a change from past procedures. Walk-in payments on the day of the Annual Election Meeting will be accepted, however, paying will not make you eligible to vote at the November 11, 2017 Annual Election Meeting. All payments must be made by midnight October 31, 2017.

Nomination period.

The nomination period for Directors and Ombudsman will be August 1 through September 13, 2017. No additional nominations to be accepted for inclusion in the voting packet after September 13, 2017. Voting packets will be mailed on September 25, 2017 allowing 45 days for return of absentee ballots.

Payments for Landowners mailing absentee ballots. No payments are to be included in absentee ballot envelopes. Payments must be mailed in a separate envelope and postmarked by October 31, 2017 and received no later than November 9, 2017 at 4:00 p.m. in order for landowners to be eligible to vote when sending their payments and voting via absentee ballots.

Representatives for legal entities. Land in Glastonbury owned by legal entities such as corporations, trusts and LLC's must designate in writing their representative who will vote on behalf of the legal entity. This Designation of Proxy Form will be mailed in July to all Corporations, Trusts, LLC's and Associations.

If you have any questions about these new procedures please contact the GLA Election Committee co-chairs at Info@glamontana.org, 406-451-0033, PO Box 312, Emigrant, MT 59027.

New GLA Annual Election Procedures - final 04 10 2017

The GLA's Official website is: www.glamontana.org
PO Box 312, Emigrant, Montana 59027-0312
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Glastonbury Landowners Association

Newsletter & Spring 2017

New GLA Annual Election Procedures Voter Eligibility

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Representatives for legal entities. Land in Glastonbury owned by legal entities such as corporations, trusts and LLC's must designate in writing their representative who will vote on behalf of the legal entity. This Representative Designation Form will be mailed in June to all Corporations, Trusts, LLC's and Associations. Individual members will continue to use the standard proxy form.

If you have any questions about these new procedures please contact the GLA Election Committee co-chairs at info@glamontana.org, 406-451-0033, PO Box 312, Emigrant, MT 59027.

Late Assessment Fees, Interest, 5% Penalty

As per Covenant 11.06 our accounting procedures have been updated.

January 1 installment: due January 31

April 1 installment: due date April 30

July 1 installment: due date July 31

October 1 installment: due date October 31

There is a 30 day grace period after the due date of each installment. All penalties will be levied on day 30 of the grace period, if no payment has been received on or before that day. All interest for the grace period will be levied the day after the grace period expires.

Please contact GLA Treasurer, Mark Seaver, 301-421-1682, if you have questions about your account.

GLA Late Payment Interest Rate

For the last two plus years, the Board of Directors has been concerned that the 18% simple interest rate in Covenant 11.06 could be considered usurious and could lead to court actions. In August 2016, the Board asked Members to approve a 12% interest rate and for it to be retroactive to 1997. The change required 172 votes to pass and received only 97 in the affirmative.

On March 31, 2017, the current Legal Committee held a conference with Rick Landers, a Collections Attorney, to discuss the usurious issue in detail. The conversation generated some very specific questions about the classification that an assessment debt fell into, and under what principles a court decision might be made.

Previous attorney advice has been that the GLA assessments would fall into the category of a loan, under MCA 31-1-107. During the conference call with Rick Landers, contract laws were reviewed and questions became focused on the need to accurately determine how GLA assessments would be adjudicated.

Shortly after the conference call concluded, Rick provided the GLA with the long-awaited answer to these questions, some very specific guidance and case law from Montana Supreme Court that supports GLA's 18% interest rate. The details of the Supreme Court case are posted on the GLA website at: <http://www.glamontana.org/wp-content/uploads/2017/04/E.C.A.-Envtl.-Management-Servs.-v.-Toenyes-208-Mont.-336.pdf>. Look for the yellow highlighted portion on pages 4 and 5.

His direct advice to the Legal Committee and GLA is as follows:

"I believe the GLA can continue to charge 18% interest on the past due amounts as well as a 5% late payment fee. Therefore, if you wish to keep charging these amounts, no amendment of the Covenants is necessary."

South Glastonbury Board Opening

Ed Dobrowski has resigned from the board effective May 2, 2017. The board will be appointing a person to complete the remainder of his term, which expires in November 2018. We thank Ed for his service and wish him the best. If you are a SG member in good standing, including those who represent an LLC, Corporation, or other business entity, and desire to serve

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on the board, please send your name and contact information to the board by June 12, 2017. Candidates are encouraged to attend the monthly board meeting on June 12, 2017, 7:00 p.m. at Emigrant Hall in Emigrant MT. Candidates may write a bio and request it to be posted on the website before June 12.

A Reminder About Our Roads

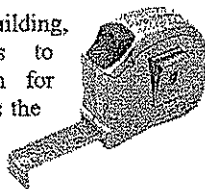
A reminder: the speed limit for Dry Creek Road is 35 mph. The speed limit for paved roads in North Glastonbury is also 35 mph.



It is everyone's responsibility to adhere to the 25 mph speed limit on our gravel roads. Higher speeds destroy our roads. Save your speed for Route 89.

Are You Building or Planning to Build?

The Covenants require that all road building, construction projects and improvements to property be submitted to the association for approval prior to beginning construction. It is the Board's role to ensure that the standards and requirements outlined in the Covenants and Master Plan are being followed. In order to have the Project Review Committee review your project and make any recommendations to the Board at the next meeting, you must have complete application forms submitted a minimum of two weeks prior to the board meeting. Board meetings usually occur on the second Monday of each month and are posted on the website calendar. Forms and new instructions may be found on the GLA website www.glamontana.org in the left hand column under "Building and Construction" and then "Projects/Improvements: Instructions & Forms."



An application is not considered complete, and thus ready for processing/review, until the corners of the corner survey markers for the lot are found and flagged. The corner boundaries are required to be viewed during the on-site review process. The flagging must be completed by the time the application is submitted. Project Committee personnel are not expected to find the corners, and/or any easement boundaries, for the landowners. If the landowners are not capable of this work, the GLA has a FAQ on the website about getting local surveyors. An example of a site plan and a building plan with proper boundary and stakes located can be found on the website under Projects/Improvements: Instructions and Forms.

Please contact the Project Review Committee by calling 406-451-0033 and voicemail extension 103 if you have any questions.

Lot Number on Payment Checks

Please indicate on the memo line of your check which lot(s) your payment is intended for. This will insure proper credit of your payment. This is especially important if you own more than one lot in Glastonbury.

Road Policy Advisory Group

The Board has formed a Road Policy Advisory Group to review the current Road Policy and make recommendations for changes. If you would like to be a part of this Advisory Group please contact the Board or attend a meeting of the group. Meeting dates are posted on the GLA website calendar.

Ombudsman, Available to Serve You

Article X of the Bylaws describes the role of Ombudsman.

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.

North Glastonbury Ombudsman, John Carp and South Glastonbury Ombudsman, Miriam Barker were elected in November 2016 to serve a one year term. John Carp may be contacted at glaombudsman@mail.com. Miriam Barker may be reached at 406-333-4106.

The Ombudsman may take questions, complaints, or disputes to the GLA Board from individual members. Contacting your ombudsman may eliminate a lot of time and energy spent at Board meetings. Whether it is wrong mailing addresses, property line issues, or board communications, the ombudsman can take such issues to the Board and report back to the individual with responses and suggestions from the Board, or the Board may respond directly to the individual on a private basis.

Weed Control

State Law requires weed control in Montana. The Board must work to control weeds in the platted road easements. Landowners are required to control weeds on their property. It is an ongoing battle. Some experts think cutting weeds is more effective than spraying. The goal is to not spray weeds but to cut them, saving our health and money. Cutting instead of spraying requires removal of rocks along the road easements. The GLA asks landowners to remove rocks along the roadside for a distance of about 10 feet from the road edge to enable cutting the weeds and grass. It will take time to remove rocks to transition from spraying weeds as has been done in the past to cutting the weeds with a roadside mower. In the interim we plan to spray. We will be spraying earlier this year and requesting bids from other weed control companies. The Board will select the best company. See website for weed spraying schedule. If you don't want spray in your road easement please post "No Spray" signs and plan to remove the weeds yourself.

Become an Agenda Subscriber

Would you like to know what the board is planning to discuss at its monthly meeting so you can attend to offer your wisdom on topics important to you? Are you interested in attending various committee meetings? Become an agenda subscriber. Inform the board and you will receive notice by e-mail regarding meetings as well as date, time and venue changes.



New GLA Annual Election Procedures

Voter Eligibility

At the April 10, 2017 GLA Board meeting, the directors voted to update the 2017 Election Procedures. ***Full payment of assessments by October 31, 2017, is now required to be eligible to vote at the Annual Election Meeting on November 11, 2017.***

Payment Rules:

- ❖ Payment of assessment fees for the final installment of the ***current*** year must be postmarked on or before this cut-off date of October 31, 2017, and delivered into the GLA PO Box 312, no later than Thursday, November 9, 2017 at 4:00 PM. This applies to landowners who wish to vote at the annual election.
- ❖ Payments for all ***past due assessments***, finance charges and penalties, must be fully paid and received no later than October 31st. If no payment has been received by October 31, 2017, the landowner will not be eligible to vote. Finance charges are assessed on all unpaid past due balances on the last day of each month. This is a stipulation of our covenants. Thus, your account will still be in arrears and therefore you will not be eligible to vote.
- ❖ ***The above requirements must be met to assure your voting eligibility at this year's GLA Annual Election Meeting on November 11, 2017.***

Your payment must be in a separate envelope.

Do not enclose your payment in with the absentee ballot envelope

Walk-in payments on the day of the Annual Election Meeting will be accepted. However, paying during the election will not make you eligible to vote at the November 11, 2017 Annual Election Meeting.

Nomination Period: The nomination period for Directors and Ombudsman will be August 1 through September 13, 2017. No additional nominations to be accepted for inclusion in the voting packet after September 13, 2017. Voting packets will be mailed on September 25, 2017 allowing 45 days for return of absentee ballots.

Representatives for Legal Entities: Land in Glastonbury owned by legal entities, such as corporations, trusts and LLC's, must designate in writing, their representative who will vote on behalf of the legal entity. This Representative Designation Form will be mailed in July to all Corporations, Trusts, LLC's and Associations.

If you have any questions about these new procedures please contact the GLA Election Committee co-chairs at info@glamontana.org, 406-451-0033, PO Box 312, Emigrant, MT 59027

New GLA Annual Election Procedures - Revised 09 30 2017

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Annual Election Meeting—Glastonbury Landowner's Association

Emigrant Hall, Saturday, November 11, 2017, from 9:45 a.m. to 1:00 p.m.

Dear Glastonbury Landowner,

September 25, 2017

Please make time in your busy schedule to attend the November 11th Annual Meeting to elect Directors and Ombudsmen for the Glastonbury Landowners Association. It is a great time to socialize, become informed, and enjoy good food! Help us begin the meeting on time by arriving at 9:45 a.m. Please arrive on time, as our Bylaws require a quorum before we can officially begin. Upon arrival, you can sign in, collect your election materials, and enjoy an early continental breakfast. Burgers and hotdogs will be served at 12:00 noon.

Absentee and Proxy Ballots

If you cannot attend the meeting, you can choose one of two options: either by absentee ballot or by having a proxy person who will attend the meeting and vote for you. This packet includes the following forms:

- **Absentee Ballot:** Carefully follow the instructions on the absentee ballot form so we can count your vote and ensure its privacy. Send the ballot to the GLA by mail, fax, or hand-deliver it to the sign-in table at the Annual Meeting. *Please take note of the deadlines listed below for receipt of ballots.*
- **Proxy Designation Form:** You may choose to authorize another individual to attend and to vote on your behalf by using the Proxy Designation Form. The person you designate as your proxy must bring this completed Proxy Designation Form to the Annual Meeting sign-in table in order to receive a ballot to cast on your behalf. *See details on the bottom of the enclosed Proxy Designation Form.*

Candidates and Agenda

This year we have ____ candidates running for three Board positions for North Glastonbury and ____ candidates running for three Board positions for South Glastonbury. We also have candidates running for the Ombudsman positions in North and South. At the meeting, landowners may write-in candidates on their ballots or nominate additional Board candidates (but not Ombudsmen). Any write-in candidates must be eligible and willing to run for office.

At the start of the meeting, candidates will introduce themselves and give a short talk on their background and why they want to serve on the GLA Board. After a question and answer period, voting will commence and close at noon.

Annual Meeting Business

As ballots are counted, the current Board will give general status and financial updates, and GLA committee chairs will present status reports for their committees. An open forum will follow, in which landowners may ask questions and provide input on the future direction of our community.

Voting Eligibility

All your assessments must be paid in full by October 31, 2017, for you to be eligible to vote in the November 11 election. Mailed payments must be postmarked on or before this same cut-off date of October 31, 2017, and received in the GLA PO Box 312, no later than Thursday, November 9, 2017 at 4:00 pm. Although walk-in payments will be accepted on the day of the Annual Election Meeting, paying at the meeting will not make you eligible to vote. Do not enclose a payment in your absentee ballot envelope.

Please join us for the Annual Election Meeting. We look forward to seeing you!

The GLA Board of Directors

Enclosures: Candidate Information, Absentee Ballot & Double Envelopes, Proxy Designation Form and Election Procedures

P.O. Box 312 • Emigrant, MT 59027 • 406-451-0033 • www.glamontana.org • info@glamontana.org

Glastonbury Landowners Association, Inc.
Board of Directors Meeting Minutes – Final
October 09, 2017

1. Call to Order

The meeting was called to order by Dennis at 7:04p.m.

PRESENT: Dennis Riley (President), Dan Kehoe (Vice President), Regina Wunsch (Treasurer), Charlene Murphy (Secretary), Newman Brozovsky, Gerald Dubiel, Richard Johnson, Leo Keeler, Charlotte Mizzi (via phone), Kevin Newby, Paul Rantalo, Mark Seaver.

ABSENT:

Also attending: Iona Yabut (Administrative Assistant)

Landowners: Svend & Donna Andersen, Charles & Miriam Barker, Debbie Blais, Tim Brockett, Lisa Bush, Claudette Dirkers, Joanna Dawson, Dorothy Keeler, Jeff & Jerry Ladewig, Michael Laverty, Michelle McCowan, Sally Muto, Vernon & Frances Nye (via phone), Val O'Connell (via phone), Kathleen Rakela, Jeff Reiderer, Andrea Sedlak, Jeff Reiderer, Wendy Riley, Linda Ulrich, Kevin Wiley, Ia Williams, Walter Wunsch

2. Set Agenda

The agenda was rearranged so that 5.2 Project Review Committee report would be addressed first. Mark requested to comment at start of the project review report.

5.7.3 Drainage issue on NG 10-A would follow project review; landowner Lisa Bush was present to speak.

Charlene added 5.6.3 snow fencing and 5.6.4 snow plowing

Leo added 5.7.4 Lannes/Clawson complaint-closure.

3. Visiting Landowner Input Period

Ia Williams passed out her letter; she had expressed concern about Charlotte Mizzi's decision-making as chair of the community property committee at the August board meeting and she made it a formal complaint. In closing, she asked for the complaint to be investigated and resolved.

Motion: Leo motioned and Kevin seconded to move Ia's complaint under 5.7.5 the communications & technology committee report. **Motion passed** (10 in favor; 1 abstention- Mark; 1 recusal- Charlotte).

Newman explained her complaint would be addressed at the next Communications & Tech meeting.

4. Unfinished Business

4.1 Settlement agreement of 1998 on GAV, Helios & Vesta Roads

Tabled

4.2 Arcturus Extension

Tabled

5. Officer and Committee Reports

5.1 President's Report – Dennis Riley

5.1.1 Welcome, introductions

5.1.2 Moving Forward

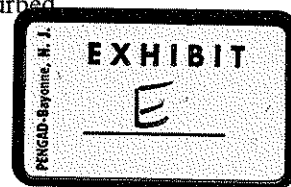
5.2 Project Review Committee Report – Gerald Dubiel / Kevin Newby

Mark expressed concern that one of the directors had not disclosed his involvement in the Sandoval project review, and had voted on September 11. Gerald explained he was not involved with the garage application. He had asked for the driveway to be part of the solution to the drainage issue Mark did not request any action.

5.2.1 NG 51-C, Residence, Wiley 25:37

Concern was raised that the landowner was building on a ridge. Since the property naturally sloped up, the board determined it would be acceptable. The committee had Wiley correct the height to 22' 7" on his application and initial it.

Motion: Gerald motioned and Richard seconded to accept the proposal under the conditions the project was in compliance with all subdivision covenants; any disturbed



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land would be reseeded; and all necessary permits were obtained. **Motion carried** (11 in favor; 1 abstention- Leo).

5.2.2 NG 32-B-1, Garage, Dubiel

Motion: Kevin motioned and Leo seconded to approve the project under the condition any disturbed land be reseeded. **Motion carried** (11 in favor; 1 recusal- Gerald).

5.2.3 SG 94 Helmbrecht, Residence SG 94

Motion: Leo motioned and Gerald seconded to approve the project subject to receipt of sanitation approval; and under the condition all disturbed land will be reseeded. **Motion carried unanimously.**

5.2.4 PR Checks, when to deposit

Motion: Dan motioned and Leo seconded that the check and pages 1 and 2 be given to the treasurer as soon as the application comes in for deposit of check for project review fees before application is approved. **Motion carried** (11 in favor; 1 opposed- Charlotte).

Action Item: *Kevin will add this to the instructions.*

Gerald observed NG 9-B had submitted a project review with a drawing of a 1-1/2 story house, but built a 2-story house (the house was sheeted, but had no siding yet). Leo suggested this was an issue of actions being in conflict with the application and to add the topic to unfinished business.

5.3 Treasurer's Reports – Regina Wunsch 33:20

5.3.1 Highlights: P&L, Bal Sheet, Dep/Check Details, Cust Bal Sum for Sept 2017

Motion: Charlene motioned and Kevin seconded to accept the Treasurer's Report as presented. **Motion passed unanimously.**

Board will determine when a parcel was subdivided and charge assessments, penalties and interest from that date forward as was done with Edwin Johnson on NG 8-A3. This should be done for Lisa Buford on NG 12-A.

Action Item: *Charlene will write Lisa Buford of NG 12-A and explain the mistake.*

Action Item: *Mark to send Regina exact paperwork on Edwin Johnson.*

Action Item: *Regina will tell accountant to keep notes on when a lot was subdivided and that finance charges and penalties were charged on the back assessments from that day on.*

Action Item: *Leo will research when parcel NG 12 was subdivided.*

5.3.2 Electronic Payment Option, PayPal update

Mark explained that while attempting to send emails to the board from the website, the e-mail system broke.

Action Item: *Mark will work with Dan Kehoe and Ross Brunson on alternative methods for sending emails to the board.*

5.4 Finance Committee Report – Regina Wunsch

5.4.1 Delinquency Letter, responses

Regina reported that most landowners picked up their Delinquent letters; 13 people did not claim their letter; one sent in payment for the year and expressed wanting to enter a payment plan. SG 50-D signed a payment plan and NG 7-A paid in full. Those Delinquent letters not picked up will be handed over to collections attorney.

Motion: Leo motioned that on Nov 1 Landers be sent all the picked-up cases, and on Nov 15, Landers be sent any unclaimed and those picked up beyond the 30 days.

The board decided a motion was not necessary because they were following the collections procedure. **Motion withdrawn.** Leo withdrew his motion.

Action Item: *Admin to send Dan Collections & Liens Spreadsheets.*

5.4.2 Assessment, penalties and interest for lot NG 53-C

Glastonbury Landowners Association, Inc.
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Action Item: *Regina will bill NG 53-C from Sept 8, 2016, the date it was filed as a subdivision.*

5.4.3 NG 23 Difo / Hornack property for sale

Difo had emailed the treasurer that the property was being listed for sale and proposed paying off his debt when the property sells.

Action Item: *Regina to email Difo the board will follow collections procedure and does not accept his proposal to wait for payment when the property sells..*

5.4.4 Develop Lien procedure

Action Item: *Regina and Charlene will develop a draft lien procedure for filing and Releasing liens, to ensure files are complete.*

5.5 Secretary's Report – Charlene Murphy

5.5.1 Due Process, 30 day review, Article XI. Paragraph C. and Article V. paragraph D

Action Item- *Admin to verify set of instructions voted on is the set on the website.*

5.5.2 Candidate eligibility, Kathleen Rakela

The board questioned Kathleen's eligibility to run as a candidate for South Glastonbury based on violations to covenants 9.09 and 10.04. The parcel in question was divided Sept 8, 2016 and Kathleen did not notify the association of this division until last month when she was contacted by the Secretary; nor had assessments been paid on this property. For a member to be in good standing, and eligible as a nominee, they must be paid in full and not in violation of any covenants as of the closing of the nomination period on September 13, 2017 at noon. The division of the property should have been reported to the GLA the previous year. Rakela stated covenant 10.04 does not stipulate the timeline for notification of subdivisions and that she had used an outdated form on the GLA website that instructed her to send her info to the old administrative contractor in Bozeman when she sent notification in September 2017.

Motion: Charlotte motioned and Gerald seconded to accept Kathleen Rakela as an acceptable candidate for South Glastonbury.

Motion failed (1 in favor, 9 opposed, 1 abstention - Paul, 1 recusal - Newman).

Motion: Leo motioned and Kevin seconded that Ms. Rakela be considered not in good standing and ineligible to run as a candidate for South Glastonbury due to a violation of covenant 10.04. Newman recused himself. **Motion carried** (8 in favor, 1 opposed- Charlotte, 2 abstentions- Paul & Gerald, 1 recusal - Newman).

By general consensus, the board decided to write Kathleen an official letter and do a mailing to notify South membership of the change in candidates. Mark volunteered to complete the mailing.

Action Item: *Legal committee to write Rakela an official letter- and a letter to be mailed to South landowners.*

Action Item: *Admin to send South mailing labels to Andrea Sedlak.*

5.5.3 Road Committee emails/photos/messages

Charlene asked the board to approve her current procedure of forwarding road info to Claudette as info came in. Dennis gave his approval.

5.6 Road /Weed Management Committee Report – Dennis Riley

5.6.1 Magnesium Chloride proposal

Walter Wunsch presented on behalf of the road committee; outlined the benefits; that it was used successfully by the County; requested it be put into the budget as part of Fall 2017 grading and also for 2018. The main negative concern was about potential damage to vehicles.

Motion: Leo motioned and RJ seconded for the board to approve Magnesium Chloride

Glastonbury Landowners Association, Inc.
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and basalt as proposed by the road committee and make it a budget item to be considered for 2018. **Motion carried** (10 in favor; 2 opposed- Paul & Gerald).

5.6.2 Draft Road Policy Q & A

5.6.3 Snow fencing proposal

Motion: Charlene motioned and Gerald seconded to accept the snow fence proposal as written and funding request with \$3,429 money transferred from the snow fund; with snow fence added along the gravel portion of Aries on the posts already in place.

Motion Amended- Charlene amended the motion to take money out of the unallocated fund instead of the snow fund. **Motion carried unanimously.**

5.6.4 Snowplowing

Charlene asked the road committee to replace the snow fencing along Aries and to convey to all snow plow drivers where they are to go (plow Aries, the Sirius Hill).

Tim Brockett, on behalf of the road committee, requested approval for moving leftover funds from road mowing to signs.

Motion: Leo motioned and Newman seconded to move mowing money to signs.
Motion carried unanimously.

5.7 Communications & Technology Committee Report – Newman Brozovsky

5.7.1 Complaint Val O’Connell 8 15 2017 – Still being researched

5.7.2 Draft Conflict of Interest Policy

5.7.3 Drainage Issue NG 10A / Bush

Landowner Lisa Bush expressed concerns about damages to her property caused by road contractors, including disturbed land on her driveway; spilled oil & antifreeze on her driveway; flooding on her pasture that ruined a bale of hay; and wires that were sticking out of the ground. Additionally, tourists were using her driveway to take pictures and may have moved her cattle gate. The board determined culverts needed to be redirected to a natural drainage path; that landowners renting their homes should be contacted about talking to their renters about trespassing; and that since Adkins damaged her driveway, they should repair it.

Motion: Dan motioned and Charlene seconded for the association to reimburse Lisa \$100 for the damaged bale of hay, and for the Road Committee to talk to Mike Adkins to repair her driveway. **Motion passed unanimously.**

Action Item: Regina to issue the refund check (\$100).

5.8 Legal Committee Report – Dennis Riley / Dan Kehoe

5.8.1 President's email to C.U.T. re: road easements, parkland

Dennis reported the legal committee will take over contact with CUT, and forgo Alanah's services.

5.8.2 Attorney advice re: safety concerns - Tabled

5.9 Governing Documents Committee Report – Leo Keeler

5.10 Election Committee Report – Charlene Murphy / Kevin Newby

5.10.1 Safety concerns at Annual Meeting Nov. 11, 2017- Tabled

5.11 Community Property Report

5.11.1 Water lines update -Tabled

6. NG and SG Ombudsman report

7. Approve Meeting Minutes, 09 11 2017

Motion: Leo motioned and Kevin seconded to approve the minutes by email vote. **Motion passed unanimously.**

Glastonbury Landowners Association, Inc.
Board of Directors Meeting Minutes – Final
October 09, 2017

8. Visiting Landowner input period - Tabled

9. NEW BUSINESS

10. Adjournment

The meeting was adjourned at 10:26 p.m.

11. Next BOD Meeting: November 6, 2017

Annual Election Meeting—Glastonbury Landowner's Association
Emigrant Hall, Saturday, December 2, 2017, from 9:45 a.m. – 1:00 p.m.

***** VOTING PERIOD CLOSSES AT 12 NOON *****

CHANGE OF ANNUAL MEETING DATE TO DECEMBER 2, 2017
CHANGE TO SOUTH GLASTONBURY CANDIDATES

Dear South Glastonbury Landowner,

October 30, 2017

Shortly after we mailed you this year's voting information and absentee ballot on September 25, 2017, the board of directors became aware that at the time nominations closed on September 13, 2017, one of the South Glastonbury candidates was not in good standing and eligible to be a candidate. This landowner was in violation of Covenant 10.04, which requires landowners to notify the GLA when there is a change in status on their assessed parcels. This landowner has subsequently remedied their membership status and is now in good standing, but is ineligible to be listed on the ballot. To correct the ballot error, we are including a revised ballot in this envelope with this name removed. If you have not yet mailed in the original ballot you received one month ago, **please substitute this revised ballot and destroy the original one.** If you have sent in a previous ballot and wish to change your vote, please vote again using the revised ballot and mail it in the enclosed specially marked envelopes. The election team will not process the first ballot you sent if the enclosed, specially marked envelopes and revised ballot are returned with your vote.

A REVISED ABSENTEE BALLOT AND THE SPECIALLY MARKED ENVELOPES ARE ENCLOSED.

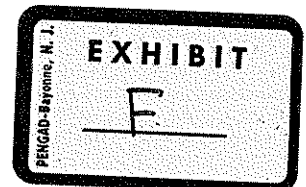
To allow 30 days for South Glastonbury landowners to return a revised absentee ballot, the GLA board voted to postpone the date of the Annual Meeting to Saturday, December 2, 2017. North Glastonbury landowners will also vote on December 2, 2017.

Voting Eligibility

All your assessments must be paid in full by **October 31, 2017**, for you to be eligible to vote in the December 2, 2017 election. Mailed payments must be postmarked on or before this same cut-off date of October 31, 2017, and received in the GLA PO Box 312, no later than Thursday, November 9, 2017 at 4:00 pm. Although walk-in payments will be accepted on the day of the Annual Election Meeting, paying at the meeting will **not** make you eligible to vote. All payments must be made by midnight October 31, 2017. **Do not enclose a payment in your absentee ballot envelope.**

Candidates and Agenda

This year we have five candidates running for three Board positions for North Glastonbury and five candidates running for three Board positions for South Glastonbury. We also have candidates running for the Ombudsman positions in North but not in South. Landowners may write in candidates on their absentee ballots. **All members in good standing are eligible to be a write-in candidate.** At the meeting, landowners may write in candidates or nominate additional Board candidates (but not Ombudsmen). Any write-in candidates must be eligible (in good standing) and willing to run for office as of the date of the Annual Meeting.



Absentee Ballot and Proxy Form

If you cannot attend the meeting, you can choose one of two options to vote: either by absentee ballot or by having a proxy person who will attend the meeting and vote for you. This packet includes the following forms:

- **Absentee Ballot:** Carefully follow the instructions on the absentee ballot form so we can count your vote and ensure its privacy. Send the ballot to the GLA by mail, fax, or hand-deliver it to the sign-in table at the Annual Meeting. ***Please take note of the deadlines listed below for receipt of ballots.***

- **Proxy Designation Form:** You may choose to authorize another individual to vote on your behalf by using the Proxy Designation Form. The person you designate as your proxy must bring this completed Proxy Designation Form to the Annual Meeting sign-in table in order to receive a ballot to cast on your behalf. ***See details on the bottom of the enclosed Proxy Designation Form.*** If you have already given a proxy form to your proxy with the old meeting date of November 11, 2017 for the annual election meeting, that proxy form will be honored at the December 2, 2017 meeting.

Please make time in your busy schedule to attend the December 2nd Annual Meeting to elect Directors and Ombudsmen for the Glastonbury Landowners Association. It is a great time to socialize, become informed, and enjoy good food! Help us begin the meeting on time by arriving at 9:45 a.m. **Please arrive on time, as our Bylaws require a quorum before we can officially start the business meeting.** Upon arrival, you can sign in, collect your election materials, and enjoy an early brunch.

At the start of the meeting, candidates will introduce themselves and give a short talk on their background and why they want to serve on the GLA Board. After a question and answer period, voting will commence. As ballots are counted, the current Board will give general status and financial updates, and GLA committee chairs will present status reports for their committees. An open forum will follow, in which members may ask questions and provide input on the future direction of our community.

Please join us for the Annual Election Meeting. We look forward to seeing you!

The GLA Board of Directors

Enclosures: Candidate Information, Revised Absentee Ballot & Specially Marked Double Envelopes

P.O. Box 312 • Emigrant, MT 59027 • 406-451-0033 • www.glamontana.org • info@glamontana.org

Annual Election Meeting—Glastonbury Landowner's Association

Emigrant Hall, Saturday, December 2, 2017, from 9:45 a.m. to 1:00 p.m.

*** VOTING PERIOD CLOSSES AT 12 NOON ***

CHANGE OF ANNUAL MEETING DATE TO DECEMBER 2, 2017

CHANGE TO SOUTH GLASTONBURY CANDIDATES

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October 30, 2017

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To allow 30 days for South Glastonbury landowners to return a revised absentee ballot, the GLA board voted to postpone the date of the Annual Meeting to Saturday, December 2, 2017. North Glastonbury landowners will also vote on December 2, 2017. There is no change to the absentee ballot for North Glastonbury landowners. An Absentee Ballot and Proxy Form were mailed to you on September 25, 2017. Please use these materials for the Annual Meeting postponed until December 2, 2017. The Absentee Ballot must be received by mail on December 1, 2017 at 4:00 p.m.

Voting Eligibility

All your assessments must be **paid in full by October 31, 2017**, for you to be eligible to vote in the December 2, 2017 election. Mailed payments must be postmarked on or before this same cut-off date of October 31, 2017, and received in the GLA PO Box 312, no later than Thursday, November 9, 2017 at 4:00 pm. Although walk-in payments will be accepted on the day of the Annual Election Meeting, paying at the meeting will **not** make you eligible to vote. All payments must be made by midnight October 31, 2017. **Do not enclose a payment in your absentee ballot envelope.**

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