



## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
<b><u>Intro Pp 5</u></b>	N/A		This Amendment to the Declaration of Protective Covenants and Rotational Ownership Agreement for St. Andrews Village replaces and supersedes any prior Rotational or Fractional Ownership Agreement, including the Declaration of Protective Covenants and Fractional Ownership Agreement for St. Andrews Village recorded as Document No.: 8817612000 with the Flathead County Clerk and Recorder, and including the Declaration of Protective Covenants and Rotational Ownership Agreement for St. Andrews Village, recorded as Document No.: 9420916030 with the Flathead County Clerk and Recorder.	
<b><u>1. Definitions</u></b>				
<b><u>Majority</u></b>	A vote of Rotational Estate Owners in a Unit representing at least fifty-one percent ownership in the Unit	This does not make explicit that delinquent owners do not have a vote.	A vote of Rotational Estate Owners in a Unit representing at least fifty-one percent ownership of Voting Unit Owners.	To protect the interests of dues-paying owners, it is important the documents make explicit, when an owner becomes delinquent in their payments, they lose their vote. This strengthens dues-paying owners' ability to determine the destiny of your unit and resort.
<b><u>Voting Unit Owner</u></b>	N/A	N/A	All Unit Owners in Good Standing entitled to vote hereunder.	
<b><u>Unit Owner in Good Standing</u></b>	N/A	N/A	(a) A Unit Owner who is not more than seven (7) days delinquent in any	This strengthens ownership by making sure only people who



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
			Assessment levied against by either the Association of Unit Owners of St. Andrews Village [“Association”] or Meadow Lake Country Club Estates Homeowners Association, Inc. [“MLCC”], or its successors and assigns. (b) Does not have a line filed or eligible for filing by either Association or MLCC against the Unit Owner’s rotational estate. (c) Has discharged any and all obligations to both Association and MLCC.	are current with their paying dues are entitled to vote and therefore affect policy.
<b><u>4. Multiple Rotational Estates</u></b>	An Owner may own one or more Rotational Estates in a Unit. Such ownership shall entitle such owner to possession of the Unit only during the corresponding Use Periods determined as set forth in Exhibits A and B. He may convey or encumber his Rotational Estates in any manner except a Rotational Estate may not be further subdivided. Notwithstanding the foregoing, if any owner owns successive Use Periods he shall be entitled to the exclusive use of such Unit during the six hour period between such periods and the Managing Agent shall not (unless requested by such Owner or his Guest) provide	Many ownerships are packaged as multiple weeks, but this may not be the best model for the future. This language prohibits the breaking up of multiple week ownerships, which prevents more flexible plans to downsize ownership commitments and create options to exit ownership.	An Owner may own one or more Rotational Estates in a Unit. Such ownership shall entitle such owner to possession of the Unit only during the corresponding Use Periods determined as set forth in Exhibits A and B. He may convey or encumber his Rotational Estates in any manner except a Rotational Estate may not be further subdivided in conformity with Paragraph 6, below. Any intended conveyance of less than the entire Rotational Interest owned shall be subject to prior approval by the Managing Agent, which approval may be approved or denied at Managing Agent’s sole discretion. Notwithstanding the foregoing, if any owner owns successive Use Periods he shall be entitled to the exclusive use of such Unit during the six hour period between such periods and the	This change is a part of the bundle of critical changes to create a more flexible ownership structure for owners. These changes are necessary for MLDC and owners to create customized and standardized downsizing and exit options.

## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
	maid or cleaning service during such six hour period.		Managing Agent shall not (unless requested by such Owner or his Guest) provide maid or cleaning service during such six hour period.	
<b><u>6. Manner of Conveying</u></b>	An Interest may be conveyed by an Owner (other than the Grantor) only by a deed which contains the statement set forth in paragraph 3 hereof, specifying the Rotational Estate conveyed. Any deed purporting to convey less than an entire Rotational Estate shall be null and void and of no force and effect. Each Owner conveying a Rotational Estate shall give prompt written notice of such conveyance to the Managing Agent.	This too prevents the creation of programs to reduce ownership obligations.	An Interest may be conveyed by an Owner (other than the Grantor) only by a deed which contains the statement set forth in paragraph 3 hereof, specifying the Rotational Estate conveyed. Each Owner intending to convey the Owner's interest in a Rotational Estate shall give prompt written notice of such intended conveyance to the Managing Agent. Any conveyance to a family member or MLDC for minimal or no consideration must be accompanied by a written acknowledgment and acceptance of the conveyance by the Grantee. Any conveyance made to a family member or MLDC without acknowledgment and acceptance shall be deemed null and void and of no effect. To the extent the intended conveyance is to a non-family member third party, MLDC shall have a right of first refusal to purchase the Owner's interest for the same price and under the same terms as the intended third-party sale. All intended third-party sales or offers to sell must be accompanied by a notice to the intended purchaser that the sale or intended sale is subject to MLDC's right of first refusal.	<p>This change provides two owner benefits. First, it allows for the reduction in ownership obligation. Second, it prevents owners from being scammed by Viking Ship time share exit companies. By allowing MLDC to approve the transaction, it can ensure that it is a legitimate transfer or acquire the unit itself if that's the best course. This change also protects family members from being assigned a vacation ownership commitment from which they feel they will not benefit.</p> <p>This also includes a right of first refusal that protects owners from timeshare exit company scams that collect high fees from owners but ultimately don't transfer the title or pay the dues. In other words, bills keep piling up against the original owner. It also allows the management company to maintain the value of units for sale for the benefit of the resort, and protect against scam purchasers.</p>



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
			With respect to any such intended third-party sale, MLDC shall have five (5) days from the date it receives notice of the intended sale within which to exercise its right of first refusal granted herein.	
<b><u>7. Permitted Uses</u></b>	Any Owner may lease or rent or loan the Unit for the purposes permitted by this Agreement during his use Period(s); but each renting or leasing Owner shall be responsible for any damage or destruction which occurs during his Use Period.	MLDC cannot provide quality control of the renter experience and owners who rent are subject to the liability for damages of their renters. As such, it's important to create standardized contracts to protect owners.	Any Owner may lease or rent the Unit for the purposes permitted by this Agreement during the Owner's Use Period(s) only through a platform approved by the Managing Agent, and may not otherwise list the Unit for rent or lease; but each renting or leasing Owner shall be responsible for any loss, damage or destruction which occurs during the Owner's Use Period.	This benefits owners by creating quality control in the rental product, gaining access to group discounts on transaction fees, and allowing MLDC to create a uniform experience. It also allows owners as whole visibility into usage of particular units which drive preventative maintenance programs as well as resale options and associated value. An additional benefit is that MLDC will have a touch point for introducing renters to other forms of experiencing and financing vacation which, over time, will allow for repurposing inventory and providing current owners with more flexible exit options.
<b><u>9. Limitation</u></b>	No Owner shall use the general or limited common elements including parking of the Project except during his Use Period.	This language strictly prohibits the use of any of the amenities at the resort to Owner Use Periods.	Use of the general or limited common elements including parking of the Project are subject to limitations as determined by MLDC, or the acting Managing Agent.	This allows MLDC to create a more flexible policy when it comes to use of the recreational facilities at the resort. We understand that these amenities provide value other than during Owner Use Periods.



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
<b><u>10. Association Membership</u></b>				
<b><u>(B)</u></b>	N/A		Without limiting the generality of the foregoing, each Unit Owner in Good Standing shall be entitled to vote at any meeting of members of each Association as set for the in the respective declarations and By-Laws thereto.	This once again strengthens ownership rights by only permitting those who are paying to influence policy.
<b><u>(C)</u></b>	Number of Votes. In both Associations the number of votes appurtenant to each respective Unit shall be 100. Each Owner shall be entitled to vote a percentage of 100 based on the Owner’s Rotational Estate Ownership Percentage in the Unit. This number of votes shall have a permanent character and shall not be altered without the unanimous written consent of all owners expressed in a duly recorded amendment to this Agreement.		Number of Votes. In both Associations the number of votes appurtenant to each respective Unit shall be 100. Each Unit Owner in Good Standing shall be entitled to vote a percentage of 100 based on the Owner’s Rotational Estate Ownership Percentage in the Unit. This number of votes shall have a permanent character and shall not be altered without the unanimous written consent of all owners expressed in a duly recorded amendment to this Agreement. The votes of each Unit Owner NOT in Good Standing shall be voted by Meadow Lake Development Corporation pursuant to the non-delegable power granted to it pursuant to Section 15 (A)(i), hereof.	This addition aligns incentives of owners and MLDC by making sure that all dues paying owners have equal voting rights and only those who are paying have the right to vote. MLDC will also have the responsibility of voting for delinquent units.
<b><u>(D)</u></b>	Voting. Subject to the limitations set for the herein and in the Bylaws, each Owner shall be entitled to vote on all matters put to a vote of the Owners in person or by proxy.		Voting. Subject to the limitations set for the herein and in the Bylaws, each Unit Owner in Good Standing shall be entitled to vote on all matters put to a vote of the Owners in person or by proxy. To exercise the vote that each	This language strengthens ownership rights by only permitting those who are paying to influence policy.



## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
	To exercise the vote that each Owner is entitle to exercise in either Association, the Board of Trustees shall, as soon as is reasonably practicable and prior to the annual and any special meeting of either Association, obtain the agenda for such meeting and such other information as may be available on the matters to be voted upon at such meeting and shall disseminate such agenda and information by mail to each Owner together with a form of ballot and a proxy prepared by each Association for return by each Owner to the respective Association.		such Owner is entitle to exercise in either Association, the Board of Trustees shall, as soon as is reasonably practicable and prior to the annual and any special meeting of either Association, obtain the agenda for such meeting and such other information as may be available on the matters to be voted upon at such meeting and shall disseminate such agenda and information by mail to each Owner together with a form of ballot and a proxy prepared by each Association for return by each Owner in Good Standing to the respective Association.	
<b><u>11. Managing Agent</u></b>				
<b><u>(B)(x)</u></b>			So long as MLDC is the Managing Agent, to exercise MLDC's non-delegable power granted pursuant to Section 14, hereof, to take back any Rotational Interest held by an Owner NOT in Good Standing following the requirements and procedures set forth in Section 14.	Owners who are non-responsive cost everyone money by holding up the resale and use of the unit. In cases where they cannot be located, this power gives MLDC the ability to take back the title. This will save owners the substantial legal costs that it would take to get these units productive in the court system.
<b><u>(D)</u></b>	(D) Account. The Managing Agent shall either deposit all funds collected from Owners	The unit level accounting produces unfair results in that penalize owners who share a	(D) Account. The Managing Agent shall either deposit all funds collected from Owners pursuant to this	Unit-level accounting results in inequity between unit owners. Two units may be next door to



## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
	<p>pursuant to this Agreement in an account (the Account) in a bank or savings and loan association in Flathead County, Montana, or invest such funds in government securities, money market accounts or certificates of deposit with suitable designation indicating their source. The funds in the Account may be commingled with similar funds from other owners of Rotational Estates in units at the Project, but with no other funds. The Managing Agent shall keep accurate books and records reflecting the amount of funds attributable to each Rotational Estate at all times. Funds deposited pursuant to this Paragraph 8(D) may be used by the Managing Agent only to pay expenses attributable to the Unit , including, but not limited to:</p> <ul style="list-style-type: none"> <li>(i) the expenses listed in paragraph 11;</li> <li>(ii) the expenses of emergency repairs; and</li> <li>(iii) repairs and replacements under paragraph 22.</li> </ul> <p>The Managing Agent shall have the authority to draw checks or drafts on the Account, and shall maintain at all times accurate</p>	<p>unit with non-payers. This is reflected in special assessments that vary by unit.</p>	<p>Agreement in an account (the Account) in a bank or savings and loan association in Flathead County, Montana, or invest such funds in government securities, money market accounts or certificates of deposit with suitable designation indicating their source. The funds in the Account may be commingled with similar funds from other owners of Rotational Estates in units at the Project, but with no other funds. The Managing Agent shall keep accurate books and records reflecting the amount of funds attributable to each Rotational Estate at all times. Funds deposited pursuant to this Paragraph 10(D) may be used by the Managing Agent only to pay expenses attributable to the Association, including, but not limited to:</p> <ul style="list-style-type: none"> <li>(i) the expenses listed in paragraph 11;</li> <li>(ii) the expenses of emergency repairs; and</li> <li>(iii) repairs and replacements under paragraph 22.</li> </ul> <p>The Managing Agent shall have the authority to draw checks or drafts on the Account, and shall maintain at all times accurate books and records reflecting the amount in the Account pertaining to the Unit and to each Owner thereof.</p> <p>In making Assessments under the</p>	<p>each other but have a completely different picture when it comes to the reserves. Many of you faced a special assessment recently, while many others did not. Additionally, the special assessments had a significant range in amounts. This is the result of unit-level accounting. With accounting at the association level, all unit owners will benefit from the pooled reserves of the association. Owners with healthy reserves currently will experience no change while owners unlucky enough to own in a unit with high delinquency and low reserves will not suffer the consequences to the extent that they are now.</p>



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
	books and records reflecting the amount in the Account pertaining to the Unit and to each Owner thereof.		provisions of this Agreement, the Managing Agent shall issue Assessments in a manner that equalizes collected assessments among all Association Units subject to this Agreement.	
<b><u>12. Assessments</u></b>	General Operating Costs. Each Owner shall be assessed for and pay on no less than a quarterly basis his proportionate share determined by the Managing Agent of the Owner's proportionate share of all general operating costs of the Unit. These general operating costs include, but are not limited to:	This limits assessments to being billed at the unit level, creating unequal maintenance fees between like units and ownerships. This is also the reason for the imbalance special assessments in 2020.	General Operating Costs. Each Owner shall be assessed for and pay on no less than a quarterly basis his proportionate share of the prorated annual assessments determined by the Managing Agent of the Owner's proportionate share of all general operating costs of the Association. These general operating costs include, but are not limited to: (1) Common expenses charged with respect to the Association Units by the Meadow Lake Association; (2) Common expenses charged with respect to the Association Units by the St. Andrews Association;	This allows assessments to be billed equally for like units and ownerships within an association, resulting in a fair financial situation for all paying owners within that association.
<b><u>13. Recreational Facilities Usage Fee</u></b>				
<b><u>(2) Other Recreational Facilities</u></b>	The Usage Fee also allows the Owner and other registered guests residing in the Owner's Unit during the Owner's Use Period use of Meadow Lake's Other Recreational Facilities (existing or future recreational facilities other than golf which	The last sentence in this paragraph limits MLDC's ability to create use policies that are in accordance with the demand of Owners and local community members.	The Usage Fee also allows the Owner and other registered guests residing in the Owner's Unit during the Owner's Use Period use of Meadow Lake's Other Recreational Facilities (existing or future recreational facilities other than golf which are developed, owned or operated by	Deleting the last paragraph leaves use of the facilities up to the less restrictive policies to be developed by MLDC.





## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
	are developed, owned or operated by Meadow Lake Development Corporation and its subsidiaries or Meadow Lake Homeowners Association). If the Owner (excluding guests) and his immediate family (children under the age of 21) wish to use the Other Recreational Facilities during a period other than the Owner's Use Period or Owner Entitlement Time, they may do so at a twenty-five percent discount from prices charged the general public.		Meadow Lake Development Corporation and its subsidiaries or Meadow Lake Homeowners Association).	
<b><u>15. Penalties</u></b>	Each Owner shall pay when due all amounts required to be paid by him under this Agreement. The Managing Agent may bring legal action or take other reasonable actions to collect any amounts from the Owner liable for payment thereof, with or without foreclosing or waiving the lien described in the following paragraph.	The court system is time consuming and extremely expensive, costs that are born by current owners. As a result, abandoned inventory remains in limbo.	Each Owner shall pay when due all amounts required to be paid by him under this Agreement. The Managing Agent (currently Meadow Lake Development Corporation) ("MLDC") or MLDC in the event the Managing Agent is replaced in accordance with the terms of this Agreement may bring legal action or take other reasonable actions to collect any amounts from the Owner liable for payment thereof, with or without foreclosing or waiving the lien described paragraph (C), below. i. In the event of abandonment by an Owner, the MLDC shall be designated as the abandoning Owner's attorney-in-fact to vote on behalf of the abandoning owner, and, in MLDC's	Severely delinquent ownerships are an expensive problem that hurts owners who are current on their dues. This language will allow the Managing Agent to take title to this inventory and repurpose it for the benefit of owners.



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
			<p>discretion, to execute on behalf of the abandoning Owner a deed in lieu of foreclosure or other like documents vesting title in MLDC transferring the abandoning Owner’s interest to MLDC, or a holding entity to be designated by MLDC, to be held for the benefit of the Association.</p> <p>ii. Abandonment shall be presumed under the following circumstances:</p> <p>a. The Owner’s failure to respond to three (3) demands for payment of the amounts due and owing under this Agreement; under the Declaration of Covenants, Conditions and Restriction of Meadow Lake Country Club Estates; or under the Bylaws of Meadow Lake County Club Estates; or</p> <p>b. The Owner’s response to a demand for payment that fails to provide a justifiable reason for the Owner’s failure to pay the amounts due and owing.</p> <p>iii. Notices under this Section shall be sent by Certified Mail, Return Receipt Requested to the Owner’s last known residence address.</p> <p>Severely delinquent ownerships are an expensive problem that hurts owners who are current on their dues. This language will allow the Managing Agent to take title to this inventory and repurpose it for the benefit of owners.</p>	

## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
<b><u>(B)</u></b>	N/A		Following thirty (30) days’ notice to any Rotational Estate Owner in default on payment of assessments or in any other obligation imposed on the Rotational Estate Owner, to cure the default and the Rotational Estate Owner’s failure or refusal to cure the noticed default, the defaulting Owner’s voting right shall be deemed suspended and MLDC shall be entitled to vote in the stead of that defaulting Owner pursuant to Section 9(C), above. The Managing Agent shall further suspend all occupancy and use privileges conferred to a Rotational Estate Owner or guest by this Agreement or any other document recorded in the public records with the Flathead County Clerk and Recorder that confers benefits and privileges to any Rotational Estate Owner.	This creates a timely incentive for owners to pay their dues and benefits owners by having faster resolution to any delinquent inventory, as well as the clear ability to rent and offset delinquency.
<b><u>(C) iii</u></b>	[Last Sentence] and Any Owner shall be entitled to purchase the Rotational Estate in the Unit at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.		...[Last Sentence] In the event the Managing Agent proceeds against any Owner in default through foreclosure, MLDC, so long as it is the Managing Agent, or the Managing Agent, acting for and on behalf of MLDC, and any Owner shall be entitled to purchase the Rotational Estate in the Unit at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in accordance with the conditions set forth in this Agreement.	Provides owner with the option to purchase delinquent inventory even when MLDC acts to take deed in lieu.

## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
<b><u>(E)</u></b>	The Managing Agent may collect interest at the rate of one and three-fourths percent per month, if then permitted by law, otherwise at the highest rate then permitted by law, on any amount due from an Owner which is not paid when due under this Agreement. In addition, such Owner shall reimburse the Managing Agent for all costs and expenses reasonably incurred by the Managing Agent in collecting any delinquent amounts, including but not limited to court costs and reasonable attorney's fees.	This is simply outdated.	The Managing Agent may collect interest at the highest rate permitted by law, on any amount due from an Owner which is not paid when due under this Agreement. In addition, such Owner shall reimburse the Managing Agent for all costs and expenses reasonably incurred by the Managing Agent in collecting any delinquent amounts, including but not limited to court costs and reasonable attorney's fees.	This updates the outdated language while accomplishing the same benefit of allowing the managing agent to be compensated for legal action necessitated by non-paying owners. This benefits owners by reducing the costs that such action would cost them
<b><u>(F)</u></b>		MLDC currently pays the maintenance fees on all inventory it takes back. This limits MLDC's ability to take back inventory from owners and prevents more flexible exit options.	In the event MLDC acquires title or has the right to acquire title from any defaulting Owner by any means, including acquisition by Deed in Lieu of foreclosure or by acquisition at Sheriff's sale, MLDC shall have the option to hold title in its name or to allow the acquired Rotational Estate to become titled in a third-party holding entity. In the event MLDC or a third-party holding entity designated by MLDC acquires title to any defaulting Rotational Estate under the terms of this Agreement, MLDC or the third-party holding entity shall be entitled to receive a net holding fee equal to thirty percent (30%) of any	This change will allow MLDC to create more flexible exit options. This is what many owners desire.



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
			funds derived from the sale or lease of the Rotational Estate in excess of any commission due to the selling or leasing broker or agent. All remaining proceeds shall be applied to accrued but unpaid maintenance fees or paid back to MLDC for maintenance fees that were pre-paid by MLDC for the acquired Rotational Estate. In no event shall MLDC be required to apply proceeds derived from the sale or lease of an acquired Rotational Estate to amounts in excess of accrued but unpaid maintenance fees or to maintenance fees that were pre-paid by MLDC. All Rotational Estates acquired from a defaulting Owner pursuant to the terms of this Agreement shall be marketed for sale with sales proceeds applied or distributed as described above.	
<b><u>(G)</u></b>	N/A		The powers granted to MLDC under this Section 14 may not be delegated, assigned or extinguished without the vote of 75% of Association Owners in Good Standing.	This supermajority provides stability that is good for owners.
<b><u>18. Pets</u></b>	No Owner or Guest shall keep, during his Use Period(s), any household pet or other animal in the Unit.	This language strictly prohibits the condos from being pet friendly.	N/A (delete paragraph 18)	The ability to allow pets for vacationing owners is a convenience we would like to be able to offer. A pet-friendly policy also expands our rental potential. This does not necessarily mean opening every week in every condo up to pets. MLDC fully



**Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership  
St. Andrews Village at Meadow Lake Resort**

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
				<p>understands the concerns many owners have about allowing pets in their owned unit. MLDC is dedicated to creating a pet policy that takes owner concerns into account.</p>
<p><b><u>23. Damage or Destruction</u></b></p>	<p>In case of damage or destruction to any of the personal property in the Unit, the Managing Agent shall collect the insurance proceeds payable on account of such damage or destruction (as agent-in-fact for the Owners) and, unless the Project is not to be rebuild or repaired under the Declaration, shall apply the proceeds of insurance to replace or repair the damaged or destroyed personal property. If any excess funds are required in order to replace or repair such personal property, such excess shall be a common expense of the Owners and shall be billed to the Owners of the Unit. If the insurance proceeds exceed the cost of repair or replacement, such excess shall be placed in the Account for the benefit of the Owners of the Unit.</p>	<p>This language reflects the unit level accounting structure currently adhered to.</p>	<p>In case of damage or destruction to any of the personal property in the Unit, the Managing Agent shall collect the insurance proceeds payable on account of such damage or destruction (as agent-in-fact for the Owners) and, unless the Project is not to be rebuild or repaired under the Declaration, shall apply the proceeds of insurance to replace or repair the damaged or destroyed personal property. If any excess funds are required in order to replace or repair such personal property, such excess shall be a common expense of the Owners and shall be billed to the Owners of the Association. If the insurance proceeds exceed the cost of repair or replacement, such excess shall be placed in the Account for the benefit of the Owners of the Association.</p>	<p>This change to association level accounting benefits owners for the reasons articulated above.</p>

## Proposed Amendments to Declaration of Protective Covenants and Rotational Ownership St. Andrews Village at Meadow Lake Resort

Paragraph	Current Language	Limitations of the Current Language	New Language	Owner Benefit
<p><b>27.</b> <b><u>Appointment of Attorney-In-Fact</u></b></p>	<p>Each Owner by his acceptance of the deed or other conveyance vesting in him a Rotational Estate in the Unit does hereby irrevocably constitute and appoint the Managing Agent acting from time to time, with full power of substitution, as his true and lawful attorney in his name, place and stead: (A) To deal with the interest of such Owner upon damage to or destruction of any personal property in the Unit; and (B) To enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Agreement.; (C) To sell and convey the remainder estate upon the termination of the Estate for Years as set forth in paragraph 36.</p>		<p>Each Owner by his acceptance of the deed or other conveyance vesting in him a Rotational Estate in the Unit does hereby irrevocably constitute and appoint the Managing Agent acting from time to time, with full power of substitution, as his true and lawful attorney in his name, place and stead: (A) To deal with the interest of such Owner upon damage to or destruction of any personal property in the Unit; and (B) To enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Agreement.; (C) To sell and convey the remainder estate upon the termination of the Estate for Years as set forth in paragraph 36. Nothing in this Section 27 shall be construed to alter, amend or otherwise impact the powers conferred on the Managing Agent or MLDC pursuant to Section 14 of this Agreement.</p>	<p>This makes clear that this more general power of attorney is separate from the limited power of attorney for repurposing inventory through the Deed in Lieu.</p>