

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
THE LODGE AT LIONSHEAD II CONDOMINIUM ASSOCIATION  
(formerly known as Lionshead Phase II Condominium Association, Inc.)**

The undersigned signs and acknowledges, for delivery to the Secretary of State of Colorado, these Amended and Restated Articles of Incorporation under the Colorado Revised Nonprofit Corporation Act.

**RECITALS**

The President and Secretary of the Lodge at Lionshead II Condominium Association, a Colorado nonprofit corporation ("Association"), certify to the Secretary of State of Colorado that these Amended and Restated Articles of Incorporation received the assent of more Owners voting for than against, by written ballot at which a quorum of Members participated.

The Association desires to amend and restate its Articles of Incorporation currently in effect as set forth below and states that the Articles of Incorporation of the Association are hereby amended by striking in their entirety Articles 1 through 10, inclusive, as amended, and substituting the following:

**ARTICLE 1. NEW NAME**

The new name of the corporation is The Lodge at Lionshead II Condominium Association (the "Association"). The Association was formerly known as Lionshead Phase II Condominium Association, Inc.

**ARTICLE 2. DURATION**

The duration of the Association shall be perpetual.

**ARTICLE 3. NONPROFIT**

The Association shall be a nonprofit corporation, without shares of stock.

**ARTICLE 4. MEMBERSHIP RIGHTS AND QUALIFICATIONS**

There is one membership for each Unit owned, which shall be automatically transferred upon the conveyance of the Unit. The qualifications of Members of the Association, the voting rights, and other rights and obligations of Members shall be contained in the Declaration and Bylaws of the Association.

**ARTICLE 5. PURPOSES AND POWERS OF THE ASSOCIATION**

The purposes for which this Association is formed are as follows:

- (a) To operate, govern and manage the common interest community known as "The Lodge at Lionshead II," a condominium community, and to operate and manage the Property and Common Elements in The Lodge at

Lionshead II, situated in Eagle County, State of Colorado, subject to the Declaration, maps, Bylaws and such rules and regulations as the Board of Directors may from time to time adopt, for the purposes of enhancing and preserving the value of the Property;

(b) To provide an entity for the furtherance of the interests of the Owners of property subject to the Declaration (such property is hereafter referred to as the "Property");

(c) To perform all acts and services and exercise all powers and duties in accordance with the requirements for an association of owners charged with the administration of the Property under the terms of the Colorado Common Interest Ownership Act, as may be amended (the "Act") and as applicable to common interest communities created prior to July 1, 1992, and as set forth in the Declaration;

(d) To act for and on behalf of the Members of the Association in all matters deemed necessary and proper for the protection, maintenance and improvement of the lands and improvements owned by the Members and the Association;

(e) To promote, foster and advance the health, safety and welfare of the residents; and

(f) To do any and all permitted acts suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and do any and all acts that, in the opinion of the Board, will promote the common benefit and enjoyment of the Members and residents of The Lodge at Lionshead II, and to have and to exercise any and all powers, rights and privileges which are granted under the Act, the Declaration, Bylaws and laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as a statement of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

#### **ARTICLE 6. LIABILITY OF DIRECTORS**

No director shall be personally liable to the Association or its Members for monetary damages for any breach of fiduciary duty as a director, except that no director's liability to the Association or its Members for monetary damages shall be eliminated or limited on account of any of the following:

(a) any breach of the director's duty of loyalty to the Association or its Members;

(b) any acts or omissions of the director not in good faith or that involve intentional misconduct or a knowing violation of law; or

(c) any transaction in which the director received improper personal benefit.

Nothing in these Articles of Incorporation will be construed to deprive any director of the right to all defenses ordinarily available to a director nor will anything herein be construed to deprive any director of any right for contribution from any other director or other person.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

#### **ARTICLE 7. BOARD OF DIRECTORS**

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board of Directors may consist of five persons. The number and qualification of directors, method of election, term of office, removal and filling of vacancies shall be as set forth in the Bylaws.

#### **ARTICLE 8. AMENDMENT**

Amendment of these Articles shall require the assent of the Unit Owners holding at least a majority vote, in person or by proxy, at a regular or special meeting of the Members at which a quorum is present. No amendment to these Articles of Incorporation shall be contrary to or inconsistent with the provisions of the Declaration.

#### **ARTICLE 9. DISSOLUTION**

In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily by the Members, by operation of law or otherwise, then the assets of the Association shall be deemed to be owned by the Members at the date of dissolution, as part of their Unit as provided by the Declaration.

#### **ARTICLE 10. INTERPRETATION**

The terms and provisions of the Declaration are incorporated by reference when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms of the Declaration shall control over these Articles of Incorporation and the Bylaws. In the case of conflict between the provisions of these Articles of Incorporation and the Bylaws, these Articles of Incorporation shall control.

4<sup>th</sup> The undersigned have signed these Amended and Restated Articles of Incorporation this day of August, 2015.

**THE LODGE AT LIONSHEAD II CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation**

By:

  
Robert Lichtenstein, President

By:

  
Peggy Sciotto, Secretary

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is: Daniel F. Wolf, Esq., Mountain Law Group, LLC, 953 S. Frontage Rd., Ste. 222, Vail, CO 81657, [dwolf@mountainlawgroup.com](mailto:dwolf@mountainlawgroup.com), (970) 476-8865.