

**ATTACHMENT TO
ARTICLES OF INCORPORATION FOR A NONPROFIT CORPORATION FOR
SOUTHSHORE MASTER ASSOCIATION, INC.**

Section 14: A Description of the Distribution of Assets upon Dissolution

14.1 The Master Association may be dissolved upon the agreement of Representatives representing at least sixty-seven percent (67%) of the Master Association votes or upon the consent of Owners representing at least sixty-seven percent (67%) of the Lots; provided, however, prior to termination of the Special Master Declarant Rights as provided in Section 1.30 of the Master Declaration, no dissolution of the Master Association shall be effective without the prior written approval of the Master Declarant. Subject to the approval of the Representatives, or consent of the Owners, as provided above, as well as the written approval of the Master Declarant as set forth in the first sentence of this Section, in the event that a metropolitan district(s) is authorized pursuant to its service plan or other comparable document(s) to provide covenant enforcement, design review, and other services in lieu of the Master Association, after payment of all creditors of the Master Association, the assets, Common Area and other property of the Master Association, if any, shall be transferred to such metropolitan district as provided in Section 11.6 of the Master Declaration (Conveyance or Encumbrance of Common Area).

14.2 Upon other dissolution of the Master Association other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication or transfer is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 15: Additional Information Pursuant to Section 15 of the Secretary of State Articles of Incorporation Form

15.1 In addition to its other powers, the Master Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Southshore Master Association, Inc. hereinafter called the "Master Declaration," applicable to the Community and recorded or to be recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado, as the same may be amended, clarified and supplemented from time to time, said Master Declaration being incorporated herein as if set forth at length (terms which are defined in the Master Declaration shall have the same meanings herein unless otherwise defined).

15.2 There shall be no personal liability, either direct or indirect, of any director or officer of the Master Association to the Master Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Master Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act in effect from time to time (hereinafter referred to as the "Nonprofit Act") expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Master Association, and shall not eliminate or limit the liability of a director or officer to the Master Association or to its Members for monetary damages for any act or omission occurring prior to such

date. However, this provision shall not limit the rights of directors or officers of the Master Association for indemnification or other assistance from the Master Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 13-21-116(2)(b), Colorado Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article by the Representatives or the Executive Board, or any repeal or modification of the provisions of the Nonprofit Act, which permits the limitation or elimination of liability of directors or officers, shall not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.

15.3 The Master Association shall indemnify its directors and officers as now or hereafter required by the Nonprofit Act, and may indemnify its directors, officers, and employees as otherwise permitted by law or as the Executive Board may deem appropriate from time to time.

15.4 At any time after dissolution of the Master Association, the Executive Board may reinstate the Master Association without action, approval or consent of the Members, Representatives or Owners, unless such dissolution was done by the Owners as provided in Section 14.1 above.

15.5 These Articles of Incorporation may be amended by the Executive Board or with the approval of the votes of sixty-seven percent (67%) of a quorum of the Representatives at an annual or special meeting of the Representatives at which a quorum is present; provided, however, prior to termination of the Special Master Declarant Rights, as provided in Section 1.30 of the Master Declaration, no amendment to these Articles of Incorporation shall be effective without the prior written approval of the Master Declarant. In addition, no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Master Declaration.

15.6 In case of any conflict between the Master Declaration and these Articles of Incorporation or the Bylaws of the Master Association, the Master Declaration shall control. In the case of any conflict between these Articles of Incorporation and the Bylaws of the Master Association, these Articles of Incorporation shall control.

15.7 Notwithstanding anything to the contrary contained in the Governing Documents, to the extent permitted by applicable law, the Master Association contemplates the use of technology and electronic representation in completing its duties and responsibilities. In this regard, any reference any of the Governing Documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other similar or related matters, may be conducted by authenticated electronic activity and, to the extent permitted by applicable law, the provisions of these Articles of Incorporations shall be deemed to include provisions which permit such authenticated electronic activity.