

2. Section 13 of the Master Deed is hereby deleted and replaced with the following:

13. **INSURANCE:** The Association shall obtain and maintain at all times, as a common expense, insurance as required by law and as required herein below. All such insurance coverage shall be written in the name of the Association as Trustee for itself, each of the Owners and the mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every three (3) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such insurance shall run to the benefit of the Association, the respective Apartment Owners, and their respective mortgagees, as their interest may appear.

(a) The Board of Directors shall utilize every reasonable effort to secure an insurance policy insuring the below listed elements of the Property against the risk of fire, windstorm, other hazards covered by standard extended coverage, and such other risks normally insured against including, but not limited to, vandalism and malicious mischief (herein the "Master Insurance Policy):

- (i) The General Common Elements;
- (ii) The Limited Common Elements;
- (iii) Load bearing columns, if any, located within the area bounded by the perimetric walls of an Apartment;
- (iv) The following elements of an Apartment:
 - Sheet rock or other unfinished dry wall material on the ceilings and perimetric walls;
 - Window panes;
 - Window frames;
 - Sliding glass door frames;
 - Sliding glass plates;
 - Window screens and frames.

The obligation to insure all other elements of an Apartment (including its contents) shall be solely that of the Owner of the Apartment.

(b) The Board of Directors shall utilize every reasonable effort to ensure that the Master Insurance Policy will provide the following:

- (i) That the insurer waives its rights of subrogation of any claims against the Board of Directors, officers of the Association, the individual Owners, and their respective household members;
- (ii) That the Master Insurance Policy cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all mortgagees of Apartments to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

- (iii) That until the expiration of thirty (30) days after the insurer gives notice in writing to the mortgagee of any Apartment, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Apartment, the other Apartment Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for non-payment of premiums;
- (iv) That the Master Insurance Policy may not be canceled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors and all mortgagees of Apartments.

(c) Exclusive authority to adjust losses under insurance policies obtained by the Association shall be vested in the Association's Board of Directors.

(d) In addition to the Master Insurance Policy required herein above, the Board shall obtain as a common expense:

- (i) Public liability and officers and directors liability insurance in such amounts as the Board may determine;
- (ii) Flood insurance, to the extent that it is required by law or the Board determines it to be necessary;
- (iii) Such other insurance as the Board of Directors may determine to be necessary.

(e) Insurance carried by the Association as a common expense shall not include any part of the Apartment not specifically enumerated herein above, nor shall the Association include public liability insurance for individual Owners for liability arising within the Apartment.

(f) Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Apartment to the extent not insured by policies maintained by the Association. Upon request by the Board, the Apartment Owner shall furnish a copy of such insurance policy or policies to the Association.

(g) In the event of an insured loss, any required deductible shall be considered an expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss effects more than one (1) Apartment or an Apartment and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each effected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Apartment separately or to each occurrence, each Owner

shall be responsible for paying the deductible pertaining to his or her Apartment, if any. If any Owner or Owners fail to pay the deductible when required under this Subsection, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Section 16 of the Master Deed.

(h) Notwithstanding the Owner's obligation to maintain, upkeep and repair the Apartment and its appurtenances, in the event of an insured loss, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of those portions of the structure insured by the Association.

3. The following is added as Section 29 of the Master Deed:

29. FAILURE TO MAINTAIN: If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance and repair, or if the maintenance and repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board of Directors determines that: (i) an emergency exists, or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and a lien against the Apartment.

4. Except as specifically provided herein, the provisions of the Master Deed shall remain in full force and effect. To the extent that one or more provisions of this Thirteenth Amendment appear to be in conflict with any provisions of the Master Deed, the provisions of this Thirteenth Amendment shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have caused this Thirteenth Amendment to the Master Deed to be executed as of the date and year first above written.

FORT SUMTER HOUSE
ASSOCIATION, INC.

Joseph F. Yickler
Dave Zorn

Joseph F. Yickler
Dave Zorn

Glenn DeBiasi
By: Glenn DeBiasi
Its: President

Elizabeth Dixon
By: Elizabeth DIXON
Its: Secretary

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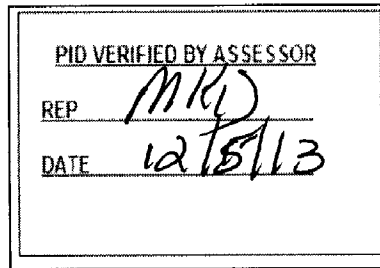
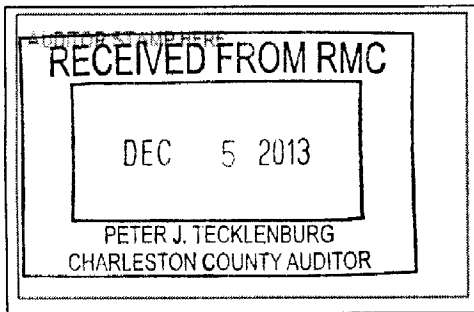
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STATE OF SOUTH CAROLINA) THIRD AMENDMENT TO THE
) BYLAWS OF
) FORT SUMTER HOUSE
 COUNTY OF CHARLESTON) ASSOCIATION, INC.

This Third Amendment to the Bylaws of Fort Sumter House Association, Inc. (the "Association") is made as of the 1st day of DECEMBER, 2013.

WHEREAS, the Regime was established by the recordation of the Master Deed establishing Fort Sumter House Horizontal Property Regime dated September 8, 1975 and recorded in the Charleston County RMC Office in Book O107, Page 292, and was amended as follows: Amendment Number One dated November 24, 1975 and recorded in Book F108, Page 355; Amendment Number Two dated May 7, 1976 and recorded in Book A110, Page 144; Amendment Number Three dated February 21, 1977 and recorded in Book S111, Page 65; Amendment Number Four dated July 25, 1977 and recorded in Book B113, Page 241; Amendment Number Five dated December 16, 1980 and recorded in Book G124, Page 151; Amendment Number Six dated March 10, 1982 and recorded in Book Y127, Page 121; Amendment Number Seven dated July 30, 1982 and recorded in Book B129, Page 359; Amendment Number Eight dated March 31, 1992 and recorded in Book J212, Page 809; Amendment Number Nine (erroneously entitled "First Amendment to Master Deed") dated July 6, 2004 and recorded in Book N504, Page 85; Amendment Number Ten dated August 30, 2006 and recorded in Book N598, Page 537; Amendment Number Eleven dated November 2, 2006 and recorded in Book G605, Page 891; Amendment Number Twelve dated January 25, 2013 and recorded in Book 0306, Page 335 (collectively, the "Master Deed"); and

WHEREAS, the Association is the council of co-owners incorporated as a South Carolina non-profit corporation for the purpose of administration of the Fort Sumter House Horizontal Property Regime; and

WHEREAS, the Bylaws of the Association are recorded as Exhibit H to the Master Deed, and the Bylaws have been previously amended as follows: Amendment Number One dated August 17, 2000 and recorded in the RMC Office for Charleston County in Book G356, Page 134; and Second Amendment dated November 11, 2009 and recorded in the RMC Office for Charleston County in Book 0091 at Page 402; and

WHEREAS, the Bylaws provide that the affirmative vote of co-owners representing at least two-thirds (2/3) of the total value of the Property shall be required for approval of an amendment to the Bylaws; and

WHEREAS, the Association desires to record this Third Amendment to the Bylaws to clarify the Association and the Owners' respective responsibilities to insure the Property; and

WHEREAS, the President and Secretary of the Association, by signing below,

certify that the affirmative vote of the Owners of two-thirds (2/3) of the total value of the Property has been obtained to enact this Third Amendment to the Bylaws.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Fort Sumter House Association, Inc. hereby amends the Bylaws of the Association as follows:

A. All terms used in this Third Amendment shall have the same meaning ascribed to them in the Bylaws, unless the context shall clearly suggest or imply otherwise.

B. Section VIII, Paragraph 1 of the Bylaws is hereby deleted and replaced with the following:

1. Insurance policies obtained by the Association covering the items described in Section 13(a) of the Master Deed, shall be purchased by the Fort Sumter House Association, Inc. for the benefit of the Association and the Owners of the Apartments and their respective mortgagees, as their interests may appear. Provisions shall be made for the issuance of Certificates of Insurance, with mortgagee endorsements, to the mortgagees of all Owners. Such policies and endorsements shall be deposited with the Association, which shall hold them.

C. Section VIII, Paragraph 2, including sub-paragraphs (a), (b), (c) and (d), of the Bylaws is hereby deleted and replaced with the following:

2. Insurance shall cover the following when available:

(a) Those items listed in Section 13(a) of the Master Deed required to be insured by the Association in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against the risk of fire, windstorm, other hazards covered by standard extended coverage, and such other risks normally insured against including, but not limited to, vandalism and malicious mischief;

(b) Public liability and officers and director's liability insurance in such amounts as the Board may determine;

(c) Workers compensation insurance (if required);

(d) Flood insurance, to the extent that it is required by law or the Board determines it to be necessary;

(e) Such other insurance as the Board of Directors may determine to be necessary.

D. The first sentence of Section VIII, Paragraph 5(b) of the Bylaws is hereby deleted and replaced with the following: "Proceeds on account of damage to those portions of

Apartments insured by the Association shall be held for the co-owners thereof in proportion to the cost of repairing the damage suffered by each co-owner, which costs shall be determined by the Association."

E. Except as specifically provided herein, the provisions of the Bylaws shall remain in full force and effect. To the extent that one or more provisions of this Third Amendment to the Bylaws appear to be in conflict with any provisions of the Bylaws, the provisions of this Third Amendment shall control.

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to the Bylaws of Fort Sumter House Association, Inc. to be executed as of the date and year first above written.

FORT SUMTER HOUSE
ASSOCIATION, INC.

Joseph F. Yetches
Dave Flynn

Joseph F. Yetches
Dave Flynn


Glenn DeBiasi
By: Glenn DeBiasi
Its: President

Elizabeth Dixon
By: Elizabeth Dixon
Its: Secretary


STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

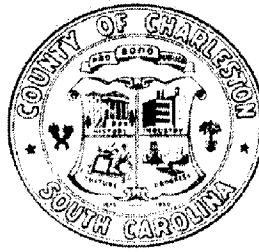
The undersigned Notary Public hereby certifies that the Fort Sumter House Association, Inc. by GLENN DEBIASI, its President and ELIZABETH P. DIXON, its Secretary personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Sworn to before me this 1ST day of
DECEMBER, 2013

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 10/5/2022

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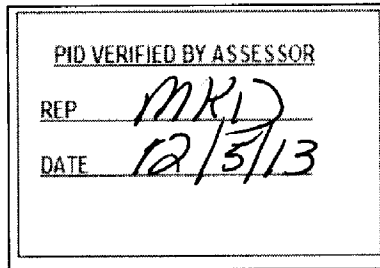
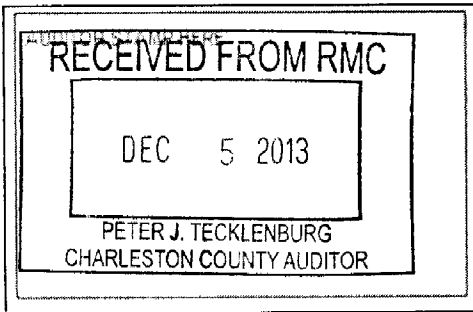
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RULES AND REGULATIONS OF THE FORT SUMTER HOUSE ASSOCIATION, INC.

This is an amendment to the Master Deed # O107 Page 292, Exhibit I

TO ADD RULE AND REGULATION #35

TO AUTHORIZE THE BOARD TO IMPOSE FINES

=====

O107 292

35. If an Owner, or an Owner's tenant, fails to comply with the Rules & Regulations of Fort Sumter House Association, then the Association shall take such action as the Board of Directors determines is appropriate to enforce the Rules and Regulations, which action shall include, but not be limited to, imposing fines against the Owner and/or the Owner's tenant. The amount of any such fines shall be within the sole discretion of the Board of Directors.

By order of the Board of Directors,
FORT SUMTER HOUSE ASSOCIATION, INC.

Date 2/9/14

By Glenn DeBiasi
Glenn DeBiasi, President

Joseph F. Yotko
Witness

George B. Benifante
Witness

State of South Carolina

County of Charleston

The foregoing instrument was acknowledged before me by its maker.

Date: 2-9-2014

Hay M. Davis
Name of Notary

My Commission Expires October 05, 2022

Commission Expires

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 CHARLESTON COUNTY AUDITOR

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