

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 perimeter walls of an Apartment;
- (iv) The following elements of an Apartment:
 - Sheet rock or other unfinished dry wall material on the ceilings and perimeter 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.

By:
Its: President

By:
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

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

Sworn to before me this _____ day of _____, 2013

Notary Public for South Carolina (L.S.)
My Commission Expires: _____