

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW RESIDENTIAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
AND ALL OTHER COVERAGE PARTS OR FORMS THAT ARE PART OF THIS INSURANCE POLICY

It is hereby understood and agreed that the following Exclusion is added to Paragraph 2., **Exclusions of SECTION I-COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2., **Exclusions of SECTION I-COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

It is hereby understood and agreed that the insurance afforded by this policy does not apply to any “Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury” arising out of, caused by, related to, or attributable to, in whole or in part, any of the following:

- (a) “Your Work” in, around, on, or incorporated into any “condominium development”, “townhouse development”, “residential housing development”, “planned unit development”, or “mixed use development”; or
- (b) “Your Product” in, around, on, or incorporated into any “condominium development”, “townhouse development”, “residential housing development”, “planned unit development”, or “mixed use development”; or
- (c) Any other acts, omissions, or any other basis for potential liability attributable, in whole or in part, to any activity in connection with any “condominium development”, “townhouse development”, “residential housing development”, “planned unit development”, or “mixed use development”.

It is further understood and agreed that this exclusion also applies to any work, product or any other activity or basis for liability in, around, or incorporated into any conversion of any apartments or other buildings or structures from commercial ownership to condominium, townhouse, or other individually owned residential structures. This exclusion is intended to apply both to new construction and to projects involving conversion of existing structures from commercial ownership to individual, residential use and ownership.

This exclusion does not apply to “Your Work” on remodeling or similar work on a single unit if no part of “Your Work” was commenced until after such “condominium development”, “townhouse development”, “planned unit development”, “mixed use development”, or “residential housing development” was fully certified for occupancy by all applicable governmental authorities. However, this exclusion will apply if the work is to repair or replace any of “Your Work” or “Your Product” that was performed or incorporated into the structure prior to the full certification of occupancy.

This exclusion also does not apply to apartments.

The following definitions are added to the policy:

“Condominium development” is a residential development consisting of one or more individually owned units in any and all phases of the completion of the development, and where the remainder of the development is owned in common by the owners of the individual units.

“Mixed use development” is a development that combines several different functions, including but not limited to residential, commercial, and/or public accommodations.

“Planned unit development” is a residential development wherein the residents own the home and the land, and share the use and financial responsibility for common areas or other areas as defined by agreement.

“Residential housing development” is a residential development consisting of one or more single family residential units in any or all phases of the completion of the development.

“Townhouse development” is a residential development consisting of one or more individually owned units in any or all phases of the completion of the development, normally having two or more stories, with units typically sharing one or more common walls with another such individually owned unit, and where the remainder of the development is owned in common by the owners of the individual units.

All other terms and conditions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
Insured _____ Premium _____
Insurance Company _____ Authorized Signature _____