

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION MULTI-UNIT RESIDENTIAL PROJECTS WITH RIGHT OF WAY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** This insurance does not apply and we shall have no duty or obligation to defend or indemnify any insured as to “bodily injury” or “property damage” arising out of “your work” or “your products” or the work or products of any other insured or of any subcontractor working on your behalf:
1. Performed on, used on, or incorporated into any project involving one or more “multi-unit residential project”; or
 2. Performed on, used on, or incorporated into the conversion of any building or buildings into “multi-unit residential projects.”
- B.** As respects the application of this exclusion to “bodily injury” and “property damage,” this exclusion:
1. Does not apply to “your work” or “your products” involving landscaping installation or maintenance, including excavation and land grading necessary for such landscaping work, of any “multi-unit residential project”;
 2. Does not apply to “your work” or “your products” performed in or on a right of way or easement to the “multi-unit residential project”; however, this exception is not applicable to “your work” or “your products” involving the construction of a building or structure; or
 3. Does not apply to “your work” or “your products” performed on or incorporated into a “multi-unit residential project” after project “completion,” provided that no part of that work or product involves:
- a. The repair of any construction defect which is or has been the subject of litigation, arbitration or any statutory pre-litigation construction defect process;
 - b. The repair of any work performed prior to “completion” that constitutes “your work” or “your product” or the work or product of any other insured or of any subcontractor working on your behalf; or
 - c. Any exterior work on, or replacement of, siding, windows, sliding doors or roofing.
- C.** Paragraph **A.1.** of this exclusion does not apply to:
- “Bodily injury” or “property damage” arising out of “your work” or “your products” or the work or products of any other insured or of any subcontractor working on your behalf, performed on or incorporated into a “multi-unit residential project” after project “completion”, provided that no part of that work or product involves:
1. The repair of any construction defect which is or has been the subject of litigation, arbitration or any statutory pre-litigation construction defect process;
 2. The repair of any work performed prior to “completion” that constitutes “your work” or “your product” or the work or product of any other insured or of any subcontractor working on your behalf; or
 3. Any exterior work on, or replacement of, siding, windows, sliding doors or roofing.

D. Definitions

1. "Completion" means the time of issuance of the last certificate of occupancy for the project. However, for the "owner" of a single unit within the "multi-unit residential project," completion means the date of the sale of that single unit.
2. For purposes of this endorsement, "owner" means the owner of a single unit within a "multi-unit residential project." "Owner" does not include a condominium association, the developer of the project, or a related entity or any financial institution or property management company with ownership of more than one unit.
3. "Multi-unit residential project" includes but is not limited to projects containing:
 - a. Condominiums of any size.
 - b. Structures with more than 2 units that:
 - (1) are intended for individual ownership of the units in which all or a portion of the units are leased or rented until the units are sold;
 - (2) have been or are being sold as condominiums, townhomes, cooperatives, row houses or similar entities; or
 - (3) are mixed use buildings containing both residential units and commercial space.
 - c. Appurtenant structures or common areas of a "multi-unit residential project." This includes but is not limited to club houses, driveways, retaining walls, detached garages, sewer lines, swimming pools, parking lots, parking garages or fences.

For purposes of this endorsement, "multi-unit residential project" does not include apartments.