EXCLUSION – RESIDENTIAL DEVELOPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. “your work” or “your product” related to any development, reconstruction, rebuilding, restoration, renovation, remodeling, repair, upgrading, improvement, refurbishing or construction of any “residential development”; provided however that this exclusion shall not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” or “your product” related to any “apartment(s)” or “apartment building(s)”; or

2. “your work” or “your product” related to any “residential development” involving the remodeling or conversion of any existing “apartment(s)”, “apartment building(s)”, commercial or industrial building to a residential condominium, a residential townhome or that portion of any “mixed-use building” that is designed or intended to be a non-rental residential unit. This exclusion applies whether or not the remodeling or conversion is conducted by you or on your behalf or conducted by an unrelated party.

“Residential development” means any structure(s), including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

“Apartment(s)” mean one or more rooms of a building used as a dwelling unit separate from others in the building, and which are rented from others by those dwelling in them.

“Apartment building(s)” means a structure containing two or more separate “apartments”.

“Mixed-use building” means structures, including improvements to them, which contain both non-rental residential units and commercial space.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.