

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE PART

A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. Paragraph A.1.a. is replaced by the following:

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fences;
- (3) Fixtures, outside of individual units, including outdoor fixtures;
- (4) Retaining walls, whether or not attached;
- (5) Permanently attached:
 - (a) Machinery; and
 - (b) Equipment;
- (6) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Lobby and hallway furnishings;
 - (d) Floor, wall and ceiling coverings;
 - (e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering, that are not contained within individual units;
 - (f) Lawn maintenance or snow removal equipment;
 - (g) Personal property used for maintaining and servicing of pools and other recreational facilities on the premises; and
 - (h) Alarm systems;
- (7) Outdoor swimming pools, associated structures and appurtenant structures and equipment, including pumps;

(8) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the building or structure; and
 - (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and
- (9) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:**
- (a) Fixtures, improvements and alterations that are part of the building or structure; and
 - (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph (9) above.

2. Paragraph A.1.b. is replaced by the following:

b. Business Personal Property located in or on the buildings described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

- (1) Property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Property of others that is in your care, custody or control; and
- (4) "Money" and "securities".

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered in Paragraph (3) above.

3. The following is added to Paragraph E.:

a. **Unit-Owner's Insurance**

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

b. **Insurance Trustee**

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

4. The following is added to Paragraph F.9.:

a. **Waiver of Rights of Recovery**

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations, except for losses that are payable under the Employee Dishonesty or Forgery or Alteration Additional Coverages.

B. The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is changed as follows:

1. The following is added to **SECTION II – WHO IS AN INSURED:**

- a. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

the property for the benefit of the family unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of Certificates of Insurance mortgage endorsements to the holders of first mortgages or trust indentures on the family units or any of them.

Each family unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law.

The following coverage shall be obtained by the Association:

- (a) Casualty: The building and all insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, wind storm and water damage.
- (b) Public liability and property damage in such amounts and in such form as shall be required by the Association, including but not limited to, water damage, legal liability, hired automobile, nonowned automobile and off premises employee coverages.

All liability insurance shall contain cross liability endorsements to cover liability of the family unit owners as a group to a family unit owner.

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expense. All insurance policies purchased by the Association shall be for the benefit of the Association and the family unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty