

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include the following as an insured:

1. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:
 - a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
 - b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions committed in his or her capacity as a developer.

2. Each other unit-owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that unit-owner's membership in the association.

B. The Representations Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the association, will be a condition to recovery under the policy.

C. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any rights this Condition may give us against:

1. Any unit-owner, including the developer and household members;
2. The association; and
3. Members of the board of directors for acts or omissions committed within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in his or her capacity as a developer.