

**COVENANTS, CONDITIONS AND RESTRICTIONS – VIOLATIONS
ENDORSEMENT**

Issued by

Attached to Policy No.:

Order No.:

The Company insures against loss or damage sustained by reason of loss, in whole or in part, of the lien of the Insured Mortgage on the estate or interest referred to in Schedule A or by reason of loss, in whole or in part, of the Title to the estate or interest referred to in Schedule A in the event the Insured shall have acquired the Title in satisfaction of the Indebtedness; provided the loss of said lien or title shall result from any violation on the Land, at Date of Policy, of the covenants, conditions and restrictions referred to in paragraph of Schedule B.

The Company further insures against loss or damage sustained by reason of the unmarketability of the Title of the mortgagor to the estate or interest referred to in Schedule A if such unmarketability is occasioned by a violation on the Land, at Date of Policy, of said covenants, conditions and restrictions.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: **at**