ENDORSEMENT

Attached to Policy No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issued by



1. The Company insures against loss or damage sustained by the Insured by reason of a final judgment enforcing the covenants, conditions and restrictions referred to in Exception \_\_\_\_\_\_\_\_\_\_ of Schedule B, based upon a violation thereof on the Land prior to Date of Policy.
2. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   1. any covenants, conditions, and restrictions relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   2. any covenants, conditions, and restrictions relating 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.

Dated: \_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Countersignature |  | **FIRST NATIONAL TITLE INSURANCE COMPANY**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  J. Christopher Phillips, President / CEO  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Patrick McMillan, Treasurer |