



**CLTA FORM 100.2 RESTRICTIONS, ENCROACHMENTS & MINERALS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:
  - a. There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
  - b. Unless expressly excepted in Schedule B:
    1. There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
    2. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
    3. There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
    4. There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
    5. There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:
  - a. Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
  - b. loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:

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*First American  
Title Insurance Company*

- a. which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
  - b. resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
  5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 42

CLTA Form 100.2 (Rev. 3/27/92)

ALTA Form 9

(Restrictions, Encroachments, Minerals)

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*First American  
Title Insurance Company*

**CLTA FORM 100.4 CC&R's, VIOLATIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the owner of the indebtedness secured by the mortgage referred to in paragraph of Schedule against loss which the insured shall sustain by reason of any final judgment enforcing the covenants, conditions, and restrictions referred to in paragraph \_\_\_\_\_ of Schedule B, based upon a violation on the land prior to Date of Policy of that provision of said covenants, conditions, and restrictions which provides that:

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.4 (Rev. 9-10-93)

ALTA or CLTA - Lender

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions, and restrictions referred to in paragraph \_\_\_\_\_ of Schedule B, based upon a violation on the Land prior to Date of Policy of that provision of said covenants, conditions, and restrictions which provides that:

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_

Authorized Signatory

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**First American  
Title Insurance Company**

**CLTA FORM 100.5 CC&R's, VIOLATIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss which the insured shall sustain by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph of Part II of Schedule B, based upon a violation thereof on the land prior to Date of Policy.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.5 (Rev. 9-10-93)

ALTA or CLTA - Owner

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph \_\_\_\_ of Schedule B, based upon a violation thereof on the Land prior to Date of Policy.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_  
Authorized Signatory



*First American  
Title Insurance Company*

**CLTA FORM 100.6 CC&R's, VIOLATIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss which the insured shall sustain by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph of Part II of Schedule B, based upon a violation thereof on the land, present or future.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.6 (Rev. 9-10-93)

ALTA or CLTA - Owner

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph \_\_\_\_ of Schedule B, based upon a violation thereof on the Land, present or future.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_  
Authorized Signatory

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*First American  
Title Insurance Company*

**CLTA FORM 100.7 CC&R's, VIOLATIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss which the insured shall sustain by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph of Part II of Schedule B, based upon a violation on the land prior to Date of Policy of that provision of said covenants, conditions and restrictions which provides that:

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.7 (Rev. 9-10-93)

ALTA or CLTA - Owner

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph \_\_\_\_ of Schedule B, based upon a violation on the Land prior to Date of Policy of that provision of said covenants, conditions and restrictions which provides that:

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_  
Authorized Signatory

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*First American  
Title Insurance Company*

**CLTA FORM 100.8 CC&R'S, VIOLATIONS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss which the insured shall sustain by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph of Part II of Schedule B, based upon a violation on the land, present or future, of that provision of said covenants, conditions and restrictions which provides that:

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.8 (Rev. 9-10-93)

ALTA or CLTA - Owner

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph \_\_\_ of Schedule B, based upon a violation on the Land, present or future, of that provision of said covenants, conditions and restrictions which provides that:

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_

Authorized Signatory

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*First American  
Title Insurance Company*

**CLTA FORM 100.9 RESTRICTIONS, ENCROACHMENTS & MINERALS - UNIMPROVED PROPERTY**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the land of any enforceable covenants, conditions or restrictions.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
  - c. Any encroachment onto the land of existing improvements located on adjoining land.
  - d. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

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.

[Witness clause optional]

Date of Endorsement: \_\_\_\_\_

Date: \_\_\_\_\_

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*First American  
Title Insurance Company*

***First American Title Insurance Company***

**Authorized Signatory**

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*First American  
Title Insurance Company*

**CLTA FORM 100.10 RESTRICTIONS, ENCROACHMENTS, MINERALS - IMPROVED LAND**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
  - c. Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
  - d. Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
  - e. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings:
  - a. Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
  - b. Resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment, other than fences, landscaping or driveway, excepted in Schedule B.
4. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

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*First American  
Title Insurance Company*

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(a) and 4, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.10 (10-17-98)

ALTA Form 9.2

FA Form 31.1

ALTA or CLTA - Owner

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*First American  
Title Insurance Company*

**CLTA FORM 100.12 CC&R'S, RIGHT OF REVERSION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the enforcement or attempted enforcement of any reverter, right of re-entry or right or power of termination of the estate or interest referred to in Schedule A upon breach of the covenants, conditions and restrictions referred to in Schedule B.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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 made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 100.12 (Rev. 6-14-96)

ALTA or CLTA - Owner or Lender

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**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by reason of the enforcement or attempted enforcement of any reverter, right of re-entry or right or power of termination of the estate or interest referred to in Schedule A upon a breach of the covenants, conditions and restrictions referred to in Schedule B.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Dated:**

**By:** \_\_\_\_\_  
**Authorized Signatory**

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