

**ALTA 9 - Restrictions, Encroachments, Minerals Endorsement**  
(10/17/98)

Attached to Policy Number:  
Issued by  
TITLE INSURANCE COMPANY

The Company hereby 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, 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 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 encroachments 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 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 such title in satisfaction of the indebtedness secured by the insured mortgage:

3. Damage to existing improvements, including lawns, shrubbery or trees:
  - a) which are located 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 use or maintain such easement for the purpose for which it was granted or reserved;
  - (b) resulting from the 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 removal from any land adjoining said land of any encroachment shown 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 any or all of 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.

Wherever in this endorsement any or all of the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms 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 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.

TITLE INSURANCE COMPANY

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