

**CLTA Form 100  
(LTAA 3R)**

**Restrictions, Encroachments & Minerals**

**Provides coverage to a Lender concerning covenants, conditions and restrictions, encroachments, easements and the right of surface entry for mineral extraction.**

ENDORSEMENT

Attached to Policy No. SAMPLE

Issued by \_\_\_\_\_

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:
  - a. Covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated or otherwise impaired;
  - b. Present violations on the land of any enforceable covenants, conditions or restrictions;
  - c. Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to said estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
3. Unmarketability of the title to said estate or interest referred to in Schedule A by reason of any violations on said land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
4. 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 shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
  - b. Resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.
5. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

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

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 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 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.