

Dear Stewart Partners,

We hope you are enjoying our late arriving Spring. In this week's update we are discussing implied restrictions in golf course conversions and sharing a story about a forgery claim which we've recently become aware of that highlights the value of the Homeowner's (enhanced) policy of title insurance.

We are also proud to announce that three local charities, all nominated by members of Stewart's New England team, have received a donation of \$500 during Stewart's Spring Community Service Awards program. Since the inception of this program just five years ago, Stewart has given over 4,000 awards to various non-profit organizations, all of which were nominated by Stewart employees.



Implied Restrictions in Golf Course Conversions By: Jamie Spaulding, Esq., Maine Underwriting Counsel

Golf courses have long been viewed as attractive community amenities, but not all of them stand the test of time. Declining memberships and rising maintenance costs can make continued operation unsustainable, prompting owners to consider converting the land into residential development. While these projects can create highly desirable homesites, they also introduce unique challenges from a title insurance standpoint. Early underwriting involvement is essential to ensure the land is insurable and the development can move forward without unexpected obstacles.

One of the most significant hurdles in these transactions is the potential for implied, unrecorded restrictions that may limit or even prevent redevelopment. These restrictions can arise when surrounding homeowners purchased their properties with the expectation—explicit or implied—that the golf course would remain a permanent amenity. In some cases, the physical layout of the course and neighborhood can also create implied reciprocal easements or use limitations.

Understanding these risks early helps developers avoid costly surprises. Below are some key factors to consider when evaluating a golf course for potential conversion.

1. Examine the Chain of Title. A thorough review of the title history for both the golf course and surrounding properties is critical. Important questions include:

- Were neighboring lots conveyed by reference to a plat that clearly depicts the golf course?

- Do any deeds include view easements, buffers, or other rights benefiting the course?
- Were the golf course and residential lots developed at the same time, or were they separate projects?

These details can reveal whether homeowners may have enforceable expectations about the continued use of the land.

2. Review Recorded Maps and Restrictions. Recorded plats and Declarations of Covenants, Conditions, and Restrictions (CC&Rs) often provide valuable insight into the intended long-term use of the property. Consider:

- Does the plat label the area as “Golf Course Use Only” or similar?
- Are the golf course and residential lots shown on the same recorded map?
- Do the CC&Rs reference the course as a permanent amenity?

Clear recorded restrictions can significantly impact redevelopment options.

3. Evaluate the Physical Layout. The design of the course and its relationship to the surrounding neighborhood can influence whether implied restrictions exist. Key considerations include:

- Are the residential lots intertwined with the fairways and greens?
- Is the neighborhood built around the course, or is it located on the periphery?
- Does the course have its own access point, or is entry through neighborhood roads?
- Do street names reflect golf-themed branding, suggesting the course was integral to the community’s identity?

A course that is physically integrated with the neighborhood presents a higher risk of implied limitations.

4. Assess the Risk of Litigation. Community sentiment and public records can provide early warning signs of potential disputes. Developers should evaluate:

- The outcome and tone of public rezoning meetings
- Local media coverage—supportive or critical
- Homeowner attitudes toward losing the golf course as an amenity
- Whether buyers paid a premium for golf-course views or proximity
- Any marketing materials that may create estoppel concerns

Understanding these dynamics helps gauge the likelihood of legal challenges.

Given the unique risks associated with golf course conversions, title commitments and policies should include the following exception when there exists the potential for implied easements:

Any loss or damage of the insured arising out of claims, demands, membership rights, or allegations that may be raised by parties in interest in the Land described on Schedule A, or parties in interest in surrounding lands in the Land on Schedule A that would prevent the insured herein from operating the Land in any manner other than as a golf course/park, etc.

This language helps protect against claims rooted in implied rights or expectations tied to the property’s historic use.

Every golf course conversion is unique, and the presence—or absence—of implied restrictions depends on the specific facts of the development. Engaging your local Stewart underwriting counsel early in the process ensures that potential issues are identified and addressed before they become obstacles.

If you have questions about insuring golf course conversions or need guidance on a specific project, your Stewart underwriting team is ready to help.



The Value of the Homeowner's Policy – "That's not my mortgage!"

Several weeks ago, one of our local underwriting counsels received a phone call from an agent. The agent, a lawyer from a small community, had received a panicked telephone call from a client. The client was a gentleman who had purchased a home a few years ago and the attorney agent had closed the transaction for him. This was an all-cash purchase of a primary residence.

The client relayed to the attorney that he had gone to his local town hall to pay his May 1 tax bill and was told that the taxes had recently been paid. The town employee told the homeowner that the town had received a check from another local attorney practicing in a neighboring town just a few days prior. This of course didn't make any sense to the homeowner, because why would someone else pay his taxes? It was discovered that the taxes were paid as part of a significant cashout refinance and that a mortgage had been recorded against the owner's property a few days prior.

The owner asserted that he had not mortgaged his property and that the signature on that mortgage was definitely not his. A review of the mortgage revealed that it had been notarized by an out-of-state notary.

A comparison of the signature on the mortgage document to the homestead that the owner had executed and that the closing attorney had recorded at the time of the purchase showed that they were not similar. The attorney agent now understood why his client sounded so panicked. Fortunately, the owner had purchased a Homeowner's policy of title insurance. One of the covered risks in that policy is post policy forgery.

This is a very unfortunate situation; and for many this story may seem like an anomaly, but these risks are real and more prevalent than many think. There are two key takeaways here. First, the post-policy fraud and forgery coverage is a significant benefit that is offered by the Homeowner's (enhanced) title policy that many consumers may not be aware of. Second, the industry has emphasized the risks associated with vacant land fraud, but mortgage fraud is real and equity stripping is happening across the country.

Here are things to be on the lookout for, and some red flags that should trigger some additional investigation:

- Borrowers/Sellers that need to sign documents out of state

- Property owned by entities where the entity has had a recent change in authorized signatories or officers
- Use of Power of Attorneys
- Significant Cash-out Refinances

One of the common steps taken by fraudsters is to limit the closings attorney's control over the execution of documents. Extreme caution should always be taken when documents are not signed in the agent's presence, and it is recommended that signatures should be compared to a previously recorded document. Signature Closers, a Stewart company, can help you retain control of the signing process, even if borrowers are out of state. For more information about Signature Closers, contact your Account Representative.



Caring for Our Community

Stewart has a tremendous history of giving back, and our Stewart Community Service Awards recognize and support the causes that Stewart's employees are passionate about.

Twice a year, the Community Service Awards program gives Stewart employees the opportunity to nominate their favorite local charitable organization to receive a \$500 donation on their behalf from The Stewart Title Foundation, Inc. In Stewart's Spring Community Service Award event, we are proud to share that three organizations nominated by Stewart's New England employees were selected:

- Friends of Wompatuck (www.friendsofwompatuck.org): This organization works closely with the Massachusetts Department of Conservation and Recreation to enhance Wompatuck State Forest and its resources beyond what would be possible through the DCR alone. As part of its mission, this organization has created and maintained a mobile-friendly park map that is free for all to use, maintained over 1400 feet of bridges found throughout the park, and maintained the integrity of the many miles of trails throughout the park. This organization was nominated by Jutta Deeney.
- The Collaborative School (www.collaborativeschool.org): This school provides students with individualized educational and therapeutic programming to support healing, learning and growth. The school was established in 2000 and today includes programs for children K-12, along with transition planning for vocational development and post-secondary education support. This organization was nominated by Zachary Greenfield.
- The Deylight Foundation: This Boston based non-profit brings innovative and proven training practices to healthcare practitioners in Bangladesh, helping them to improve outcomes for their patients. Through its efforts, the Deylight Foundation is tackling critical challenges in women's health, including maternal care, infant mortality and gynecological cancers. This organization was nominated by Laurie Goodwin.



Upcoming Education

May 14, 2026 at 9:00 A.M. – Using Statutory Affidavits to Clear Title Issues in Connecticut

Two of our most experienced Connecticut underwriters, David Veleber and David Piechota, will present a one-hour webinar on the fundamentals of statutory affidavits and how they can effectively be used to resolve common title issues. Attend this webinar to learn practical strategies for making title insurable and keeping your real estate closings on track. To register, follow [this link](#).

May 19, 2026 at 9:00 A.M. – Connect Close: the Fundamentals

Join Rachel DePaolo for a 30-minute overview and demonstration of Connect Close, Stewart's title production software for its New England attorney agents. To register, click [this link](#).



[Meet Our Team | Stewart Connecticut](#)

[Meet Our Team | Stewart Maine](#)

[Meet Our Team | Stewart Massachusetts](#)

[Meet Our Team | Stewart New Hampshire](#)

[Meet Our Team | Stewart Rhode Island](#)

[Meet Our Team | Stewart Vermont](#)



1-800-STEWART

www.stewart.com

© 2026 Stewart. All rights reserved.

This email was sent to your address because your email preferences are set to receive our updates.

[unsubscribe](#)