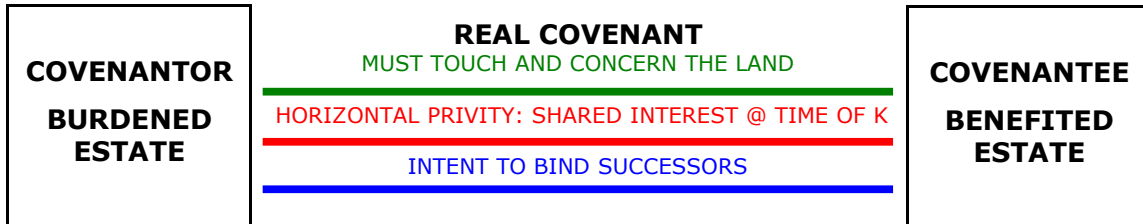


# Real Covenant to Run with Land

MUST TOUCH AND CONCERN THE LAND; COVENANTING PARTIES MUST HAVE A SHARED INTEREST IN LAND AND INTEND TO BIND SUCCESSORS



# Mutual Covenant Between Neighbors

NO SHARED INTEREST IN LAND; ENFORCEABLE AS CONTRACT BETWEEN ORIGINAL PARTIES; SUCCESSORS MAY ENFORCE AS EQUITABLE SERVITUDE



# Covenant

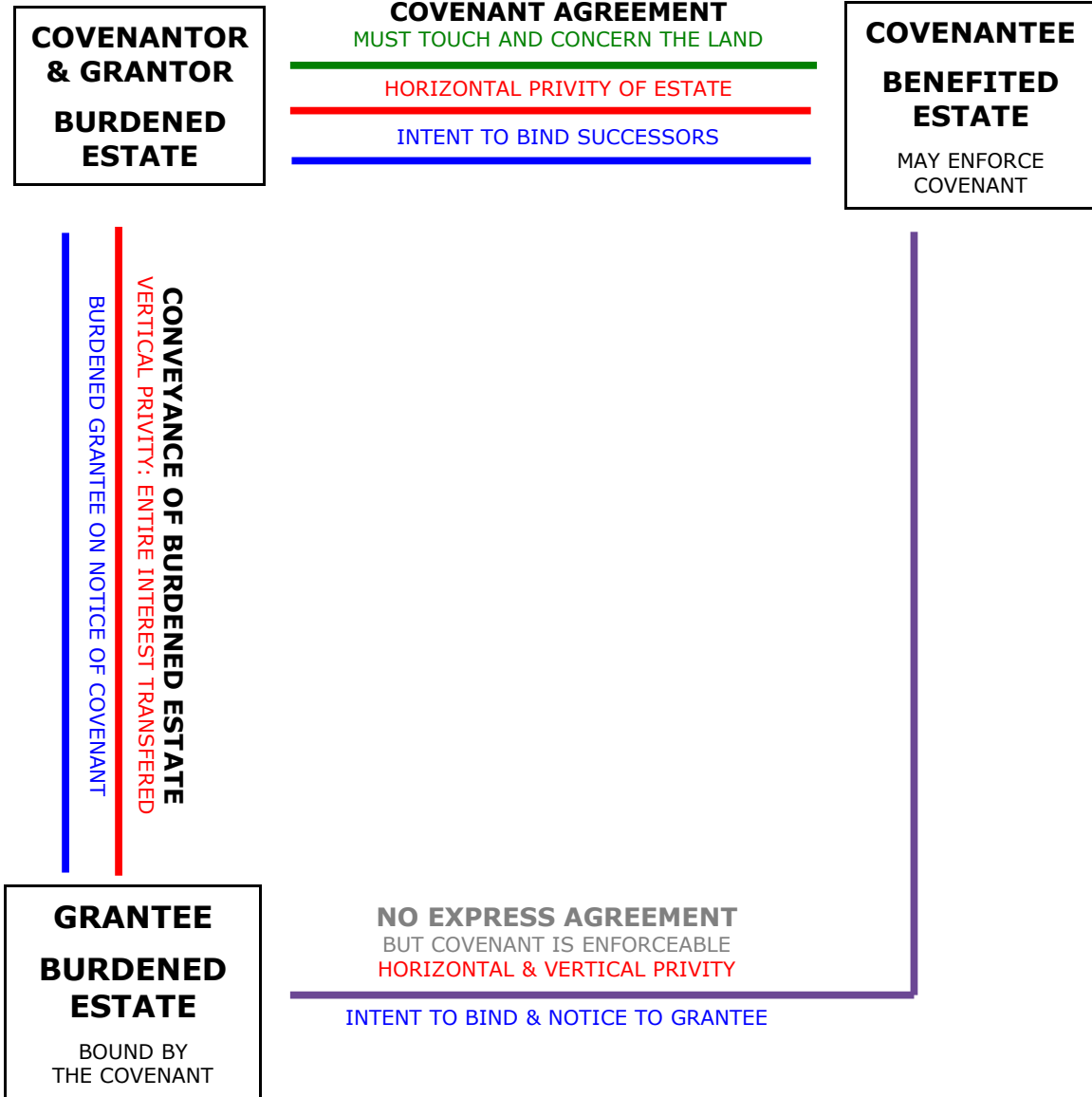
COVENANTS THAT DO NOT TOUCH & CONCERN THE LAND ARE STILL ENFORCEABLE AS CONTRACT BETWEEN ORIGINAL PARTIES



# Real Covenant

## Burden Running with Land

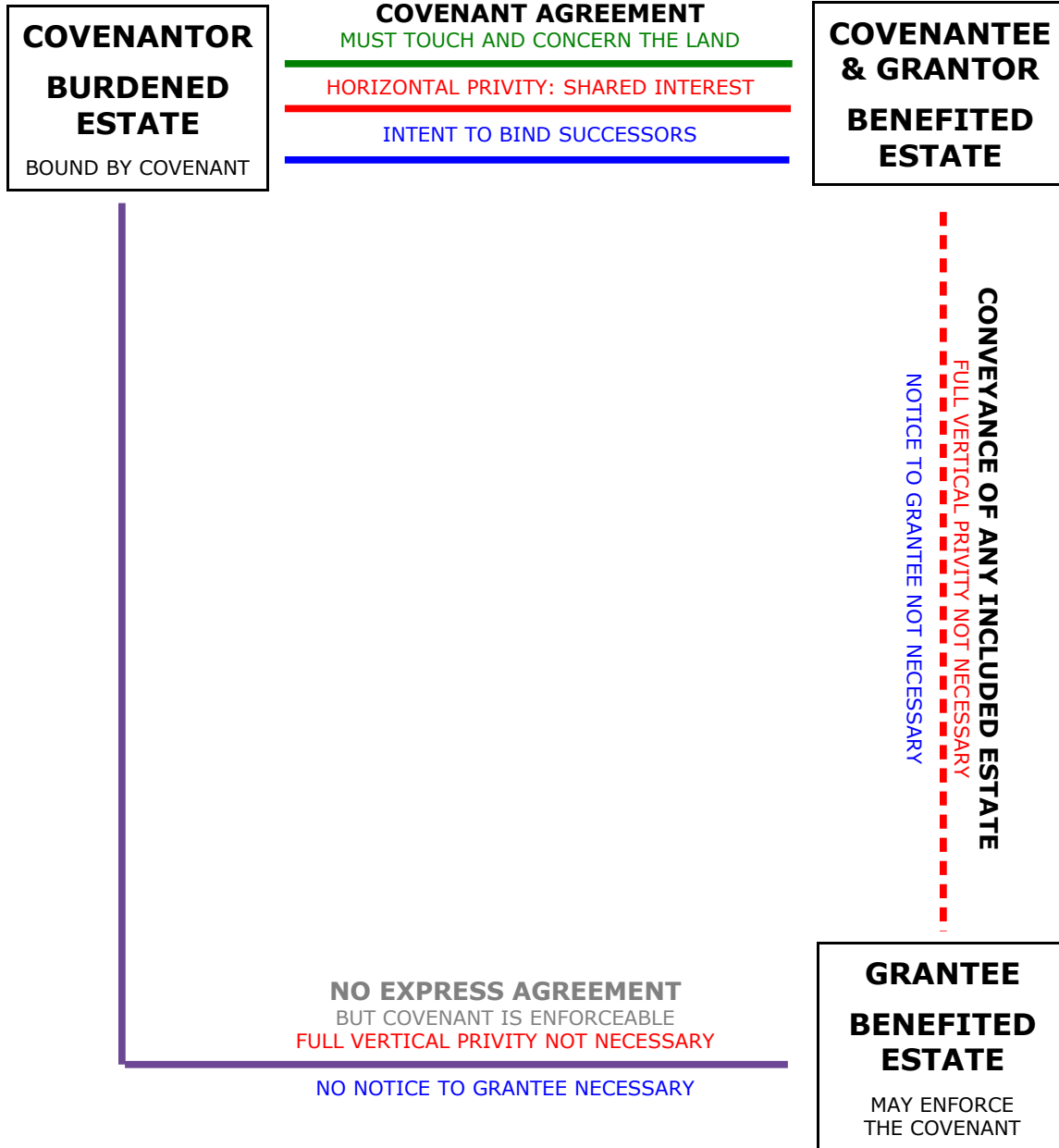
GRANTEE MUST RECEIVE SAME INTEREST IN LAND & NOTICE OF COVENANT



# Real Covenant

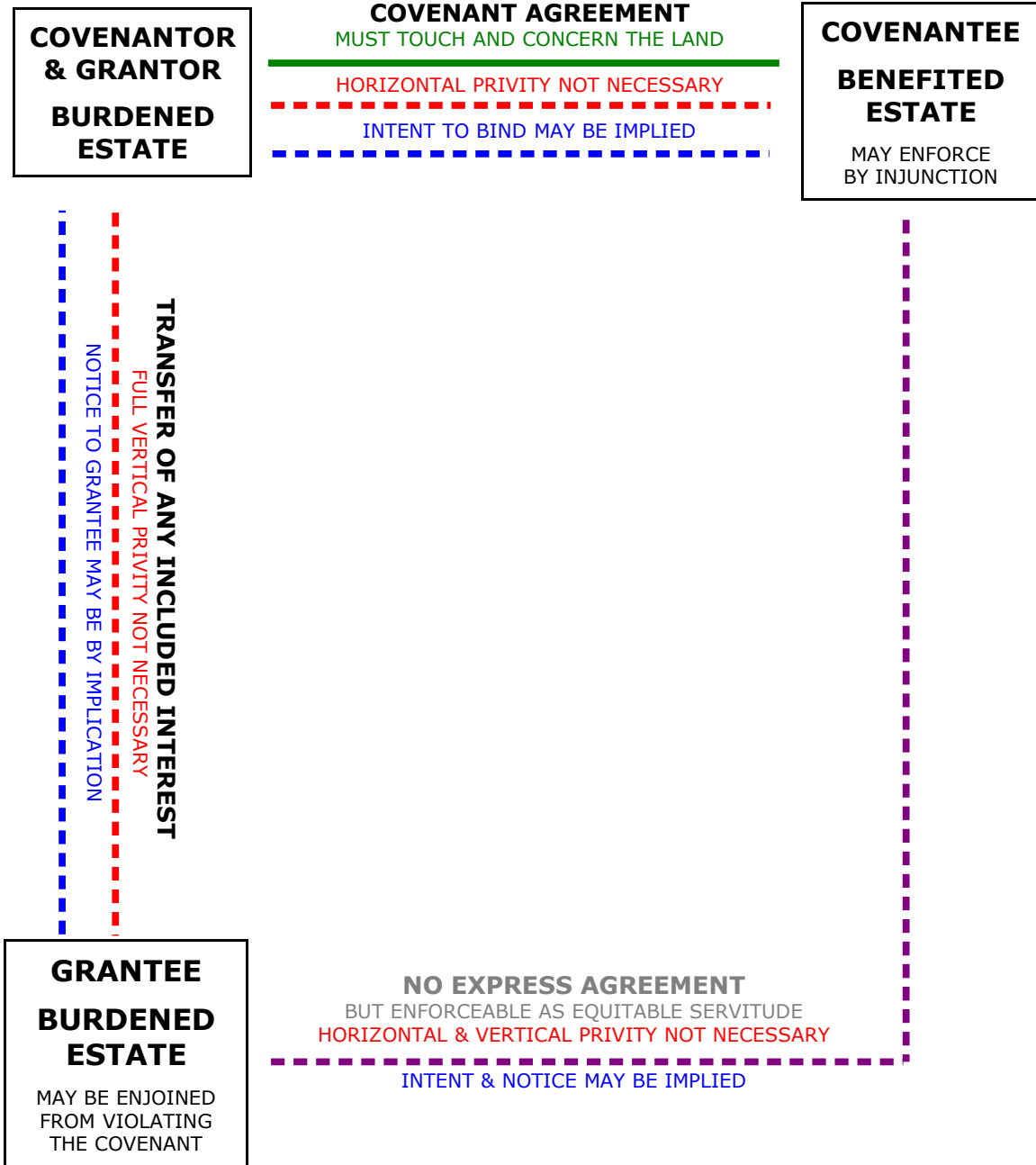
## Benefit Running with Land

GRANTEE NEED NOT RECEIVE SAME INTEREST OR NOTICE



# Equitable Servitude

ONE OR MORE ELEMENTS OF A REAL COVENANT MISSING; AGREEMENT  
MAY STILL BE ENFORCED BY INJUNCTION AS AN EQUITABLE SERVITUDE

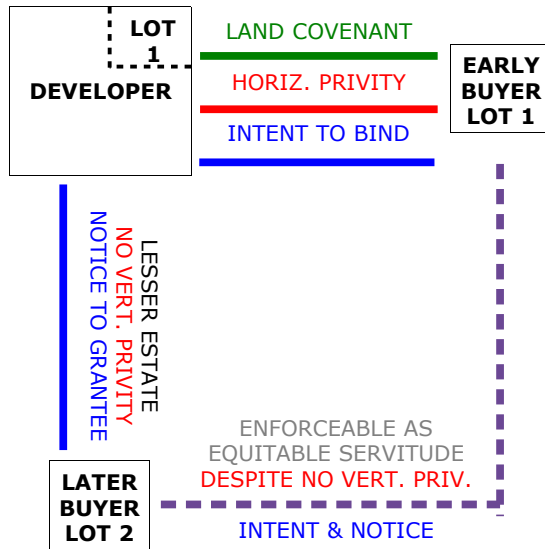


# Implied Negative Reciprocal Servitude

WHEN THERE IS A COMMON PLAN OR SCHEME FOR A HOUSING DEVELOPMENT, RESTRICTIVE COVENANTS MAY BE ENFORCED AS EQUITABLE SERVITUDES

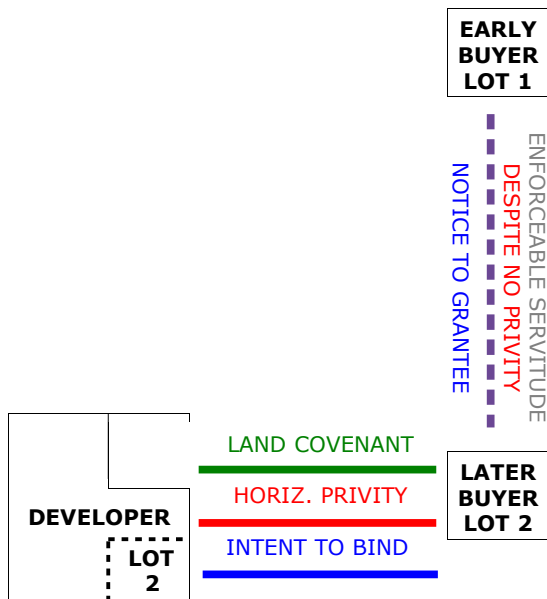
## Enforcing Against a Later Buyer

Developer owns large tract and sells parcels to homebuyers, with restrictive covenants in accordance with a common plan. Early Buyer can enforce the covenant by injunction, even though Developer conveyed a lesser estate to Later Buyer.



## Enforcing Against an Early Buyer

When a Later Buyer wishes to enforce the covenant against an Early Buyer, there is no privity of any kind because Developer sold Lot 1 before she covenanted with Later Buyer. However, the covenants will be reciprocally enforceable.



## Enforcing Against Non-Covenantor

Developer sells remaining land to an industrial concern, and does not include the restrictive covenant in the deed. However, the covenant may still be enforced as an equitable servitude, on the theory that the purchaser is on inquiry notice.

