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

COVENANTOR
BURDENED
ESTATE

REAL COVENANTMUST TOUCH AND CONCERN THE LAND

HORIZONTAL PRIVITY: SHARED INTEREST @ TIME OF K

INTENT TO BIND SUCCESSORS

COVENANTEE BENEFITED ESTATE

Mutual Covenant Between Neighbors

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

NEIGHBOR 1

COVENANT AGREEMENT

MUTUAL RESTRICTIONS ON USE OF LAND

NO HORIZONTAL PRIVITY: NO SHARED INTEREST PRIVITY OF CONTRACT: RIGHTS & DUTIES

NEIGHBOR 2

Covenant

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

COVENANTOR

COVENANT AGREEMENT

MAY BE PART OF ANY VALID CONTRACT PRIVITY OF ESTATE NOT NECESSARY PRIVITY OF CONTRACT: RIGHTS & DUTIES

COVENANTEE

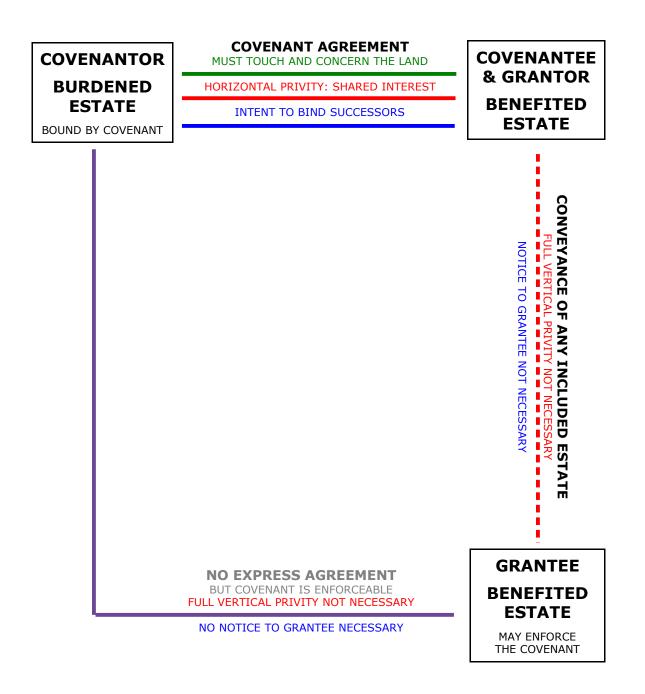
Real Covenant Burden Running with Land

GRANTEE MUST RECEIVE SAME INTEREST IN LAND & NOTICE OF COVENANT

COVENANT AGREEMENT COVENANTEE COVENANTOR MUST TOUCH AND CONCERN THE LAND **& GRANTOR BENEFITED** HORIZONTAL PRIVITY OF ESTATE **ESTATE BURDENED** INTENT TO BIND SUCCESSORS **ESTATE** MAY ENFORCE **COVENANT** CONVEYANCE OF BURDENED ESTATE VERTICAL PRIVITY: ENTIRE INTEREST TRANSFERED BURDENED GRANTEE ON NOTICE OF COVENANT **GRANTEE NO EXPRESS AGREEMENT** BUT COVENANT IS ENFORCEABLE **BURDENED** HORIZONTAL & VERTICAL PRIVITY **ESTATE** INTENT TO BIND & NOTICE TO GRANTEE

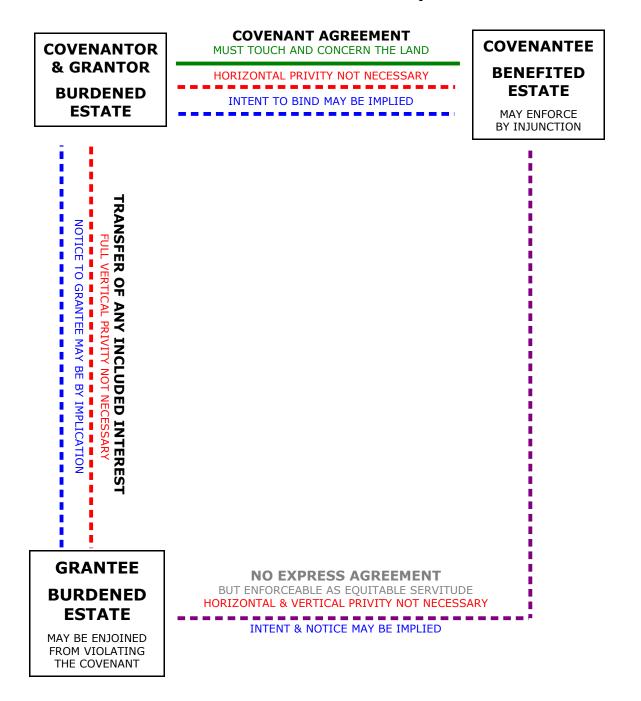
BOUND BY THE COVENANT

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

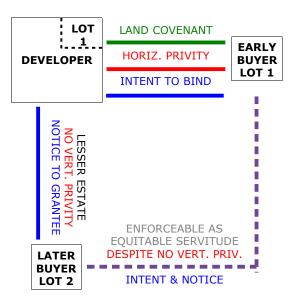


Implied Negative Reciprocal Servitude

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

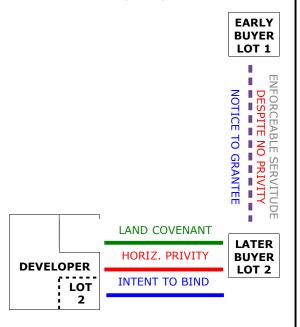
Enforcing Against a Later Buyer

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.



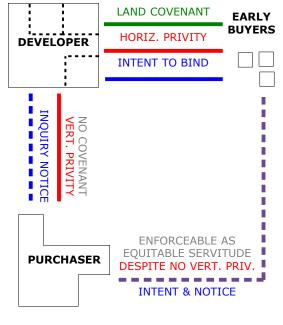
Enforcing Against an Early Buyer

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.



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