

The facts A developer does not want to establish a building scheme where the covenants will be mutually enforceable by plot owners but does want to contain control of the development until the estate is finally completed. Either the parties to the agreement or successors in interest if the limitations run with the land, can present evidence attempting to show that the grounds exist for termination or unenforceability of the limitation. This jurisdiction was considered by the Court of Appeal in *Lawntown Limited v.*

Texas Restrictive Covenants

Therefore condition 1 was not satisfied. .

Property Law Outline

This is not always easy as the conveyance creating the covenant may not have a clear description or plan showing the land to be benefited. Most residents keep the estate as it was build and id like to do the same.

Related Books

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