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### **Life Estate**

A life estate occurs when O convey's property to A for the remainders of A's life. Once the A's life time ends, the property goes back to O or the a remainder.

Here, the facts state O bequeathed a life estate to Linda. Thus, Linda has a life estate for the remainder of her life.

### **Vested Remainder**

A vested remainder is a third person next in line after a prior conveyance without a condition precedents. For life estates, the remainder receives the property once the current life tenants life comes to an end.

Here, Reed is a vested remainder because there are no stated conditions that have to occur for Reed to receive the property. And by extension, R will receive the house in Havenwood once L's life comes to an end.

### **A Duty Not To Commit Waste**

A life tenant has a duty not commit waste. Waste can be affirmative, permissive, or amortization

### **Affirmative waste**

Affirmative waste is when a tenant causes property damage that substantially interferes with another tenant's

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right to quiet enjoyment.

Here's L removed valuable trees and privacy hedges to make room for a parking lot. It's unclear if removing trees or privacy hedges would interfere with R's right to quiet enjoyment. But, to alter residential property for commercial purposes would interfere with R's right to quiet enjoyment because can R as a remainder can no longer use the property to for residential purposes. Thus, R committed affirmative waste because interfered with R's right to quiet enjoyment.

### **Amortization**

Amortization waste is when a tenant alters the nature of the property which causes the value of the property to decrease.

Here, L committed Amortization because her actions lowered the value of the property. Linda reduced the square footage from 5,000 square feet to 2,000 square feet. And as result the shrinkage, Linda lowered the values of the property. Moreover, L also removed trees from the privacy hedge to make room for parking. Its unclear, whether or not the remove of the tree causes changed the value of the property. But the facts do state, the trees are valuable so its likely some decrease in value of the property did occurs.

In short, L did causes because her actions changed nature of the value's property, and a result of her actions

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lowered the property value substantially.

### **Reed's remedy**

#### **Right to contribution**

A remainder has a right to contribution when the life tenant fails to make repair or substantial damage to the property's value.

Here, Reed can seek damages for the decrease in value in property L caused. First, R can seek damages for the trees that L removed from the property. If R decides to restore the trees and hedges L can pay for the restoration cost.

#### **Ejectment**

A plaintiff can have a defendant ejected from property if the defendant has caused substantial damages to the property. Plaintiff must have a right to the property to have D ejected from the property.

Here, R is a vested remainder with rights to the house in Havenwood. And L has caused substantial property damages to L's property. Thus, R can seek an ejectment

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#### **Doctrine of Conformity**

When lots are conveyed with a restrictive covenant, generally all the lots are bounded by the same covenant. But if lots were conveyed prior to the residential covenants

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being implemented, then they are not bound to it. Moreover, when majority of the lots are not complying the restrictions, then the restrictions are not binding.

Here, Olivia's lot might not be bounded by the residential covenant because the deed states that land is limited to residential use only. Here, the facts mention that eights lots are acting not complying with the residential purpose. It's possible that the eights lot were conveyed without the residential restrictions. But it seems unlikely a developer would implement a residential restriction when more than half of the lots are being use for non-residential purposes. In short, the deed could have been valid at the time of conveyance, but is no longer enforceable.

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### **Residential Rights**

When one a residential lot is non-conforming, the neighboring adjacent lots can seek an injunction to have the non-conforming lot comply with the covenant. But when the majority of the lot is not within conforming use, then the residents do not have standing.

Its unlikely, Nancy will most likely win a suit against Linda. The facts stated that Olivia's lot is bounded by the residential covenant because they were conveyed with the deed. But the facts state that eights lots are not complying with the deed. Thus, Nancy is likely to get an

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injunction because the rest of the lots are also not in compliance.

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**END OF EXAM**