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Property

1. Adjective _____
2. Noun - Plural _____
3. Determiner _____
4. Noun _____
5. Proper Noun _____
6. Modal _____
7. Preposition Or Subordinating Conjunction _____

Property

Co tenancies/ Co ownership

1) Joint tenancy: A "joint tenancy with right of survivorship" is created only if four conditions are met concurrently: Possession, interest, time and title (PITT).

a) Joint tenant must have _____Adjective_____ _____Noun - Plural_____ rights, identical interest, title through the same instrument, and take their interest at the same time.

b) If interest is transferred JT becomes a tenancy in common

2) Tenancy in Common: an estate with multiple tenants in which each co-tenant owns an individual part and _____Determiner_____ has a right to posses the whole.

a) Freely _____Noun_____ interest and can force partition, since they only share the right to possession

3) Tenancy by the Entirety: _____Proper Noun_____ estate, similar to JT, but between husband and wife, need PITT.

a) _____Modal_____ can occur in four ways and will result in a _____Preposition or subordinating conjunction_____ in common: Death, Mutual agreement in writing, divorce, execution by a creditor (foreclosure)

4) Co-tenants rights and duties: Do's and Don'ts

i) Each has a right to posses the whole,

ii) no rent can be collected form co-tenant but rent can be collected from 3rd party and must be shared;

iii) co-tenant cannot adversely possess ppty; no ouster

iv) each is responsible for taxes and mortgage; reasonable and necessary repairs can be reimbursed if all co-tenants

are advised before repairs;

v) no contribution for improvements.

Non-possessory rights in someone else's property

1) Easements: A non-possessory property interest that confers a right to use another's land.

a) Easement by prescription is similar to acquiring title by adverse possession and requires that the acquirer's use of another's land be continuous, open and notorious, actual, and hostile.

b) Easement by implication is an easement legally implied based on prior use by a common grantor on land subsequently divided into multiple plots. It requires that the easement exists prior to division of a single tract of land, the common grantor's use is continuous and apparent, use is reasonable necessary, and parties intend the use to continue after division of the land.

c) Easement by necessity can arise if access to or from a property is impossible without the easement. It usually arises when a landowner sells a portion of his ppty and the resulting division deprives on low owner of access to a public road or utility.

d) Express easements may be created by grant or reservation. Express easements must be in writing, signed by the servient estate holder, and satisfy deed formalities (executed and delivered).

i) Reservations result when a grantor conveys title to land but reserves the right to continue using the land for a designated purpose, grantor may only reserve an easement for himself.

e) Termination of easements can occur the following ways:

i) Estoppel, where the servient owner reasonably relies on an easement holders conduct indicating intent to abandon

the easement, but non-use is insufficient

ii) Necessity ends for the easement

iii) Release by the easement holder by deed

iv) Abandonment by the holder by physically demonstrating an intent to permanently abandon it; mere words or non use are not enough.

v) Merger will terminate an easement if one person acquires title of both the easement and the servient land.

vi) Prescription will terminate an easement if the servient owner interferes with the easement using elements of adverse possession.

vii) Expiration of the term or occurrence of stated set term will terminate an easement.

f) Rights that come with each type of easements:

i) Easement appurtenant entitles a dominant estate owner to use a servient estates land and attaches to the dominant estate to pass automatically.

ii) Easement in gross entitles an individual or entity (not a dominant land owner) to use the servient estate, does not attach to land.

iii) Affirmative easement entitles its holder to make affirmative use of the servient estate

iv) Negative easement entitles its holder to restrict the servient estate from otherwise permissible activities.

2) Covenants are a promise or contractual limitation to do, or refrain from doing something related to land, but are not property interest. If breached the result is money damages.

a) Real covenant is a covenant concerning real ppty that runs with the land at law and subsequent owners may be burdened

by the covenant or may enforce it.

b) Burden runs: a successor in interest to the burdened estate will be bound by a convent if the covenant is

i) in writing, the parties

ii) intended to bind successors in interests,

iii) it touches and concerns the land,

iv) there is horizontal and vertical privity between interested parties and

v) the successor in interest had notice of the covenant when she took her interest.

c) Benefit to run: a successor in interest to the benefitting estate may enforce the covenant if the covenant is

i) In writing

ii) Original parties intended benefit to run with the land

iii) It touches and concerns the land

iv) Vertical privity with the original covenanting parties exist.

d) Termination of covenants can occur by written release, merger of benefitted and burdened estate, and

condemnation of burdened ppty.

3) Servitudes: Injunction is the remedy

a) Equitable servitudes are a promise enforced in equity against successor through injunctive relief. They are

created by

i) a written promise in which the original parties

ii) intended to bind the successors,

iii

) it touches and concerns the land and

iv) notice was given to the successors of the burdened land.

b) Defenses to enforcement of an equitable servitude include, pervasive changes in the neighborhood, estoppel, acquiescence, unclean hands, and laches.

c) Reciprocal negative servitudes allows lot owners in residential subdivisions to enforce restrictions on the use of ppty against other subdivision lot owners. They are created through implication in general common scheme and owner of the subject lot had notice of the covenants in the deed of other subdivision lots.

4) Licenses are a privilege to enter another's land for some defined purpose (not an interest in land). The licensor may revoke the privilege at any time, no SOF is required, it can be oral or written and is not transferable because it is a privilege personal to the license holder.

5) Profit is a non-possesory ppty interest entitling its holder to enter a servient estate to remove resources like minerals, timber, soil, and fish. All rules that apply to easements apply to profits including creation, transferability, and termination.

a) Extinguishment may be done through misuse or overuse of resources on the servient estate.

Landlord-tenant

1) Periodic tenancy is created when a leasehold is continuous for successive intervals (e.g. weeks or months) until either party gives notice of termination. It can be created by expressed agreement, implication (lease doesn't specify duration, but provided for rent to be paid at set intervals) or by operation of law (invalid lease due to SOF or holdover tenant).

a

) Termination may be done by either party by giving notice one full period in advance (six months in a year to year) and effective date of termination must be at the end of the period of tenancy.

2) Tenancy for years lasts for a fixed period of time, requires a definitive beginning and end date, if duration is longer than one year SOF must be met.

a) Terminates automatically at the end of the fixed period, no notice is required.

3) Tenancy at will is a tenancy with no fixed duration, terminable by either party at any time without notice. There must be an express agreement to create a tenancy at will or cts will treat the lease as an implied periodic tenancy.

4) Tenancy at sufferance is a default tenancy that arises when a tenant continues to possess ppty after the lease expires (i.e. holdover tenant). The expired lease's terms and conditions automatically carry over to the tenancy at sufferance.

a) Landlord can: sue to evict, impose a new periodic tenancy and/or demand higher rent if LL gave notice of the increase before lease expired or if commercial lease, new periodic tenancy is for the same period K before.

5) Tenant Duties at common law include duty to

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