EXAM INSTRUCTIONS

Note to student: This exam is for Real Property in the Summer 2015 Term. If you are not taking Real Property in the Summer 2015 term, please contact Administration immediately (866-584-2005).

1. This is a two (2) hour examination.

2. The exam is to be completed on your computer and submitted in the same fashion as you did during the school year. The exam file must be submitted by the time indicated in the exam schedule. The interface that allows submissions will close fifteen minutes after the ending time of the exam, as indicated in the exam schedule. If your exam is not received or we are not contacted before the deadline, your exam will be subject to penalties up to and including non-acceptance of the entire exam. As a precaution, you must have immediate access to a fax machine while taking your exam to ensure your ability to submit your essay in time. Concord Law School of Kaplan University’s fax number is 866-562-7035. Please contact Administration if you have any questions about your exam by telephone at 866-584-2005 or email administration@concord.kaplan.edu. The Tech Center can be reached at 866-577-0436.
Multiple Choice Answer Sheet

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
<th>Question</th>
<th>Answer</th>
<th>Question</th>
<th>Answer</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>#6</td>
<td>#11</td>
<td>#16</td>
<td>#2</td>
<td>#7</td>
<td>#12</td>
<td>#17</td>
</tr>
<tr>
<td>#3</td>
<td>#8</td>
<td>#13</td>
<td>#18</td>
<td>#4</td>
<td>#9</td>
<td>#14</td>
<td>#19</td>
</tr>
<tr>
<td>#5</td>
<td>#10</td>
<td>#15</td>
<td>#20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Muriel conveyed Blackacre “to Sarah, for so long as Sarah makes use of the property to grow tobacco used in fine cigars.” Sarah used Blackacre to grow tobacco used in fine cigars for ten years. Then, a long draught hit and the tobacco did not grow well. If Sarah continued to use the land to grow tobacco she would suffer large financial losses on her tobacco crops. After long consideration, Sarah decided to use the land to grow a crop other than tobacco that would require considerably less water. Muriel, upon hearing that Sarah had used Blackacre to grow a different crop than tobacco, visited Sarah at Blackacre and demanded that Sarah return Blackacre to Muriel.

If Sarah brings an appropriate action to contest the actions of Muriel in retaking Blackacre, which of the following is the most probable result?

A. Judgment for Sarah, because she would suffer significant financial losses if required to continue operating Blackacre as a tobacco farm.

B. Judgment for Muriel, because of her implied future interest right to Blackacre.

C. Judgment for Sarah, because she had a present interest in fee simple which would not allow Muriel any future rights.

D. Judgment for Muriel, because she was the grantor and has reserved a future interest in a right of reentry.

2. Barbara conveyed Blackacre “to Lateesha and her heirs, provided that Blackacre is never used for horse polo, and if it ever is, then to Manuel and his heirs.” Lateesha took excellent care of Blackacre for fifteen years. She invested over $100,000 into the upkeep of the property. Lateesha was approached by an investor who told her that she could make back her investment in the property if she were to hold a championship horse polo match at Blackacre. Lateesha thought that holding a horse polo match would be a viable way to recover the money she put into the upkeep of the property. The jurisdiction in which Blackacre is located has not modified the common law Rule Against Perpetuities.

If Lateesha decides not to hold a polo match, which of the following is most true?

A. Lateesha would hold a valid present interest in fee simple absolute.

B. Lateesha would hold a fee simple on condition subsequent, subject to Barbara's valid right of reentry, which Barbara could exercise through reentry by her designated agent, Manuel.

C. Lateesha would hold a fee simple on condition subsequent, subject to Manuel's executory interest.

D. Barbara retains the fee simple absolute interest in Blackacre because both Lateesha's and Manuel's interests are violative of the Rule Against Perpetuities.

3. Jose conveyed Blackacre “to Stephanie for life for as long as Stephanie uses Blackacre as a retreat center, but if Stephanie dies or ever fails to use Blackacre as a retreat center, then to Yolanda and her heirs.” Many years later but before Stephanie died, a proper court action was filed by Melanie. The issue in the court action concerned the validity of each of the interests in Blackacre. Specifically, the issues before the court were how title to Blackacre was held and whether any of the interests created under the conveyance of Blackacre was void under the applicable common law Rule Against Perpetuities.

Which of the following statements most accurately expresses how the court should rule?

A. Stephanie had a life estate subject to Yolanda's valid executory interest.

B. Stephanie had a life estate, remainder to Jose because the future interest in Yolanda and her heirs is void.

C. Stephanie had a fee simple determinable subject to Yolanda's valid remainder.

D. Stephanie had a life estate, subject to Yolanda's void executory interest.
4. Sebastian owned a cabin on twenty surveyed acres in the mountains. He decided to use his cabin as an investment. Sebastian made a “gentleman’s agreement” with Theresa, by shaking her hand and telling her that she (Theresa) could buy the cabin and the twenty acres after she had rented the property for five years at $1,000 per month. At the end of five years she was to pay $50,000 in exchange for title to the cabin and twenty acres. Theresa quickly agreed and moved in immediately. Each month she paid $1,000 rent to Sebastian. During the five years, Theresa spent an additional $15,000 on additions to the cabin. At no time during the five years did Sebastian talk to or visit Theresa at the cabin. After five years, Theresa approached Sebastian and tendered a $50,000 check for the purchase price of the cabin and the twenty acres. Sebastian refused to accept the check and ordered Theresa to leave the property.

If Theresa brings a proper court action against Sebastian claiming that Theresa should be entitled to buy the cabin and the twenty acres, which of the following would be her best argument?

A. Under the doctrine of adverse possession, Sebastian effectively relinquished his right to the property.
B. Under the doctrine of equitable conversion, once a contract is formed equitable title rests with the buyer of the property.
C. Under the doctrine of “implied in fact contract,” the court should honor the intent to of the parties as it stood at the time of the original agreement between Sebastian and Theresa.
D. Under the part performance exception to the statute of frauds, Theresa should enforce her right to purchase the cabin and twenty acres for the agreed price.

5. Paula owned two large houses (“A” and “B”) in State Y. Paula decided to rent one of the houses to Brittany. Paula and Brittany signed a written agreement stating that “Brittany would rent house “B” from Paula for a period of two years, rent payable $500 on the first day of each month.” Brittany did in fact pay Paula $500 on the first of each month for two years. Brittany was a model tenant in every way. Brittany made no significant improvements to house “B,” and there were no other agreements between Paula and Brittany concerning house “B.”

At the end of two years, which of the following statements would be most correct as regards the agreement between Paula and Brittany concerning house “B”?

A. That Brittany’s present possessory interest in house “B” would revert to Paula automatically.
B. That Brittany’s present possessory interest in house “B” would revert to Paula if either party had given proper notice to the other.
C. That Brittany’s present possessory interest in house “B” would be automatically renewed for another two years, by operation of law.
D. That Brittany’s present possessory interest in house “B” would be terminated, but only if Paula exercised her right of entry.

6. Brittany loved the woods. She knew that her friend Taylor owned a small cabin in the woods on one acre of land. The cabin was located only five miles from the small town where both Brittany and Taylor lived. Brittany also knew that Taylor seldom used the cabin or the acre of land. Brittany decided to move into Taylor’s cabin. Brittany lived happily on the property for one year. During that time she built another small cabin on Taylor’s property. At the end of one year, Brittany sold the small cabin she built to her friend Stephanie for $5,000. Brittany developed a beautiful and ornate garden on the property that both Brittany and Stephanie cultivated and used. Neither Brittany nor Stephanie obtained permission from Taylor to use his cabin or property. People in town often asked Taylor why he did not kick Brittany and Stephanie off of his property, and he would just shrug his shoulders and remark that Brittany was a friend of his and he was happy that someone was using the land until he retired. Brittany and Stephanie lived continuously on Taylor’s land for another fifteen years. At that point, Taylor decided to retire and move into his cabin. He brought suit against Brittany and Stephanie to have them ejected from the property. The applicable statute of limitations to recover the possession or use of land is ten years.

What would be the most probable result in this action?

A. Judgment for Taylor, because Taylor’s statements demonstrate that the possession of the property by Brittany and Stephanie was permissive, and thus did not meet the hostility requirement necessary for Brittany and Stephanie to acquire title by adverse possession.
B. Judgment for Taylor, because two people may not claim property adversely.
C. Judgment for Brittany and Stephanie, because they increased the value of the property by building another cabin and developing an ornate garden.
D. Judgment for Brittany and Stephanie, because they acquired title to the land under the doctrine of adverse possession.
7. Walter owned land that fronted on the Mapolousic River. Walter’s land included 500 feet of river frontage. The river averaged only 50 feet in width for two-and-one-half miles on either side of Walter’s property. It was a fairly shallow and slow running river, at most times of the year. Mapolousic River also had an abundance of trout. During one summer, Walter decided to open a small fishing operation off of his property to make better use of the river. The operation consisted of five motorboats and five canoes, which customers rented to use for fishing and recreation on the river. When all of the various boats were rented at the same time, it was dangerous to navigate on some of the narrow turns of the river. Susan and David, who were environmental activists not lucky enough to own land along the river, were nevertheless concerned that the Walter’s operation posed an increasing pollution problem, because many customers threw garbage into the river. The exhaust from the motorboats also added to the pollution of the river.

Under the reasonable use theory of the riparian doctrine, which one of the following statements is LEAST accurate?

A. Walter has a right to use the Mapolousic River in a reasonable manner.
B. Walter has a right to cause more pollution in, and congestion of, the Mapolousic River.
C. Susan and David could challenge Walter’s reasonable use of the Mapolousic River in a court action and the court would balance the utility of Walter’s use versus the gravity of the harm.
D. Walter does not enjoy the right of substantially interfering with the use and enjoyment of other riparian owners along the Mapolousic River.

8. Homer secured a twenty-five year mortgage on a house in Smalltown from Smalltown Bank. The mortgage document included an acceleration clause (of full payment due) in the event of default, and a clause stating that Homer would not be allowed to redeem his mortgage in the event of default. Homer paid his mortgage payments faithfully for over twenty years. However, then Homer lost his job, and he began falling behind on his mortgage payments. Finally, Homer was declared in default of his mortgage, and a foreclosure sale was scheduled. Homer was able to borrow money, and he approached Smalltown Bank two days before the foreclosure sale seeking to redeem the property. At that time, Homer was six months late on his mortgage payments.

Which of the following choices would be most accurate concerning Homer’s rights?

A. Homer would be allowed to redeem the property, if he paid Smalltown Bank enough money to pay the full balance due on the loan.
B. Homer would not be allowed to redeem the property, because he had waived his right to redeem in the original mortgage instrument.
C. Homer would be allowed to redeem the property, if he paid Smalltown Bank enough money to pay off the past due six months mortgage payments, along with any interest.
D. Homer would not be allowed to redeem the property, because he had already defaulted on his mortgage payments, and foreclosure sale had already been scheduled.

9. Elizabeth looked at many houses before deciding to buy the old Brickle Mansion. Elizabeth entered into a valid contract with the seller for the sale of the Brickle Mansion to Elizabeth for $250,000. Elizabeth was to take possession at closing. The Brickle Mansion sat low on the flood plain of the Hunangity River, but it had never encountered damage due to flooding. Unfortunately, one week before the closing of the deal, a strong hurricane swept through the area where Brickle Mansion was located. The Brickle Mansion survived with only $500 damage due to wind. However, heavy rains swelled the Hunangity River, and caused it to rise to unprecedented levels. The river inundated the flood plain, and caused approximately $150,000 damage to the Brickle Mansion. Elizabeth tried to cancel the land sale contract with the seller, but the seller refused to cancel the contract. Elizabeth then brought suit in seeking to rescind the contract.

If the jurisdiction where Brickle Mansion is located follows the majority rule of equitable conversion, what is the most probable outcome of Elizabeth’s court action?

A. Rescission granted, because the risk of loss would not pass to her until the closing of the deal.
B. Rescission granted, because the damage caused by the hurricane was an unforeseeable act of God.
C. Rescission denied, because the Brickle Mansion was not totally destroyed.
D. Rescission denied, because the contract had been formed.
10. Amy owned twenty acres of property on Moorehouse Beach, a popular beach on the Pacific Ocean. Amy severed the property into two parcels, and conveyed to Marcia five acres in fee simple. Amy retained a possessory interest in the other fifteen-acre parcel. Amy’s fifteen acre parcel consisted of 1,500 feet of ocean frontage, while Marcia’s five acres was surrounded only by Amy’s land and the highway with no access to the ocean. Marcia enjoyed sunning herself on the beach, and swimming, during the day, and watching the sunset from the beach in the evening, so Marcia asked Amy for permission for access to the ocean through Amy’s fifteen acres, by a footpath through the woods. Amy had made use of the footpath on many occasions before selling the five-acre parcel to Marcia, but Amy also valued her privacy. Therefore, Amy refused to allow Marcia access to the ocean, stating that Marcia should be appreciative to Amy for selling Marcia any land at all. Marcia was not as appreciative as Amy would have liked, and Marcia filed an appropriate action seeking access to the ocean through Amy’s fifteen-acre parcel. There was no language in the conveyance related to use of the footpath through the woods.

Which of the following arguments would Marcia most likely assert to succeed in her court claim seeking access to the ocean?

A. That Marcia had an implied easement by grant, because the easement would be reasonably necessary for Marcia’s use and enjoyment of the land.

B. That Marcia was entitled to an easement, because the easement was strictly necessary for Marcia’s use and enjoyment of the land.

C. That Marcia had an implied easement by reservation, because the easement right existed prior to Marcia’s use of the footpath.

D. That Marcia had an license coupled with an interest.

11. Orville owned Blackacre and executed a deed conveying, “Blackacre to my son Bronson in fee simple.” Orville handed the deed to his son Bronson and told him to "Put this deed in your drawer. If I don't return from Europe, take the deed to record it and then the property will be yours." Prior to Orville’s return from Europe, Bronson recorded the deed and then sold Blackacre to Madison. Upon Orville’s return he found that Madison was occupying Blackacre. Therefore, Orville filed an appropriate action to quiet title to Blackacre.

In this action the court should rule that title to Blackacre belongs to:

A. Bronson, because Orville conveyed Blackacre to Bronson before returning from Europe.

B. Orville, because Bronson's title was subject to an express condition precedent that was not satisfied or excused.

C. Madison, because Bronson sold Blackacre to Madison.

D. Bronson, because he recorded the deed.

12. Laura owned a nice house in Anytown, but she wanted to move to an even better house in Anytown. Therefore, Laura leased her property to Tiberius for five years. Tiberius received a new job offer soon after signing the lease with Laura. Tiberius decided to take the job offer, but it would require that he leave Anytown. Therefore, one week after signing the lease with Laura, Tiberius transferred his interest to Barbara for two years, retaining to himself the right to retake the premises after two years. There were no express restrictions in the original lease concerning transfer of interest.

Which of the following choices is the most accurate statement describing the legal effect of the agreement between Tiberius and Barbara?

A. Tiberius subleased his leasehold interest to Barbara.

B. Tiberius assigned his leasehold interest to Barbara.

C. Tiberius subleased his right to reversion to Barbara.

D. There is no valid agreement, because the action that Tiberius took to turn over his interest to Barbara would be in violation of the leasehold agreement with Laura.
13. Curt conveyed Blackacre “to Church, for so long as the premises are used for religious instruction, and if the premises ever cease to be used for religious instruction, then and in that event to the American Red Cross.” Church is a recognized tax-exempt and nonprofit charitable organization under federal and state tax rules and regulations, as is the American Red Cross. Church used Blackacre for fifty years to give religious instruction. Then, Church stopped giving religious instruction. The American Red Cross became aware that Blackacre was no longer being used for religious instruction, and the American Red Cross brought an appropriate action to acquire Blackacre as a possessory interest.

Which of the following choices most closely describes the status of title to Blackacre?

A. Church had a fee simple determinable present possessory interest, which was divested in favor of the valid executory interest held by the American Red Cross under the charity-to-charity exception to the Rule Against Perpetuities.

B. Church had a fee simple subject to a condition subsequent present possessory interest, which was not divested by the invalid executory interest held by the American Red Cross.

C. Church had a fee simple absolute present possessory interest, which was not divested by the invalid remainder interest held by the American Red Cross.

D. Church had a fee simple subject to a condition precedent present possessory interest, which was divested by the valid reversion interest held by the American Red Cross under the charity-to-charity exception to the Rule Against Perpetuities.

14. Samuel conveyed Blackacre to Abigail in fee simple. Abigail decided to postpone recordation of Blackacre until she returned from a vacation. While Abigail was still on vacation, Samuel conveyed Blackacre to Hosiah in fee simple. Hosiah knew Abigail, and he was present when Samuel conveyed Blackacre to Abigail. Hosiah also knew that Abigail was on vacation. Without notice to Abigail, Hosiah recorded his interest in Blackacre before Abigail returned from her vacation. Upon Abigail’s return from her vacation, she also recorded her deed.

The recording statute in the jurisdiction states that "A conveyance of an estate in land shall not be valid as against any subsequent purchaser or mortgagee for value who take their interest in the property in good faith, unless the conveyance is properly recorded. In a dispute between all the parties above, who would qualify as rightful owner of Blackacre?"

A. Abigail, because Hosiah was aware of Samuel's conveyance to Abigail.

B. Hosiah, because he properly recorded his deed first in time.

C. Abigail, because she received her deed first.

D. Samuel, because the court would revert ownership back to Samuel to resolve the controversy.

15. Phineas conveyed Blackacre through a warranty deed, to Sylvia. Phineas told Sylvia that he owned the property "free and clear", even though language in the deed recited that Blackacre was subject to a mortgage. In fact, Phineas did not own Blackacre but was in the process of obtaining title from the true owner. Two weeks after the conveyance to Sylvia, Phineas acquired title to Blackacre from the true owner. Phineas then sold Blackacre to Rolando. Rolando paid $150,000 for Blackacre, which was $15,000 more than its appraised value. Rolando took Blackacre without notice of Sylvia's claim. When Sylvia later discovered that Phineas had sold Blackacre to Rolando, she immediately filed an appropriate suit against Rolando seeking title to Blackacre.

What would be the most probable result of Sylvia’s action against Rolando?

A. Rolando would prevail, because he would be entitled to Blackacre under the estoppel by deed doctrine.

B. Sylvia would prevail, because under the estoppel by deed doctrine, Phineas would be estopped to deny that he did not have title after he told her that he did.

C. Rolando would prevail, because he purchased Blackacre without notice of Sylvia's claim to Blackacre.

D. Sylvia would prevail, because she was first in time to receive a conveyance to Blackacre from Phineas.
16. Peter held a license to go onto Manuel’s property in order to search for rare species of insects. For five years, Peter entered onto Manuel’s property and collected many valuable specimens of various kinds of insects. Peter decided that he wanted to move out of state, and conveyed his license to enter onto Manuel’s land to search for insects to Catherine. When Catherine tried to collect insects on Manuel’s land, Manuel informed her she was a trespasser, and he instructed her to leave. Catherine became very upset, because the type of insects she could collect on Manuel’s land would greatly assist her in her doctoral dissertation in biology. Catherine filed an appropriate court action seeking to gain rightful admittance to Manuel’s land in order to collect insects.

Would Catherine most likely prevail in her action against Manuel?

A. Yes, if she strictly remained true to the license and only searched for and collected species of insects while on Manuel’s property.
B. Yes, because a license is a freely transferable legal instrument.
C. No, landowners have the right to determine how their land will be used.
D. No, because a license coupled with an interest is cannot be transferred without the consent of the license holder.

17. Amanda rented an apartment from Harold. Amanda enjoyed painting, but she could just never seem to find a canvas large enough to express her true artistic abilities. She then came up with an idea of painting the walls of the dining room of her rented apartment. Amanda began painting on one wall, and was careful to put time and effort into her creative endeavor. When she was done, she had painted all four walls of the dining room. The finished “painting” consisted of an artistic and professional presentation of a complicated jungle scene from New Guinea. All of her friends who viewed her dining room after the painting was completed, gave rave reviews to Amanda. Even Harold, the landlord, thought that the painting showed Amanda’s inherent artistic ability. Soon after Amanda finished the painting, however, she decided to vacate the apartment. Harold then asked Amanda to pay him for the damage she had caused to his structure through her painting. Amanda was upset, and responded that she had only increased the value of Harold’s apartment with the painting.

If Harold brings an appropriate action seeking to recover damages from Amanda due to her painting, and it is decided that the painting was a substantial alteration to the structure of the apartment, which of the following theories would Harold most likely recover under?

A. None.
B. Voluntary waste.
C. Ameliorative waste.
D. Permissive waste.

18. Arnold conveyed Blackacre “to Morgan for life, then to Stephanie provided that Stephanie uses Blackacre to provide singing lessons, but if Stephanie ever stops giving singing lessons, then to Oliver and his heirs in fee simple.” Arnold gave a copy of the conveyance to each of the named grantees. Stephanie, an attorney, explained the significance of the language in the conveyance to Morgan and Oliver.

Which one of the following choices below would best describe the rights of the parties to the property after the conveyance of Blackacre?

A. That Morgan has a present possessory life estate, Stephanie has a future interest in a remainder in fee simple subject to a condition subsequent. Oliver has a future interest in an executory interest in fee simple, and Arnold has a future interest in a possibility of reverter.
B. That Morgan has a present possessory life estate, Stephanie has a future interest in a remainder in fee simple determinable, Oliver has a future interest in an executory interest in fee simple, and Arnold has a future interest in a possibility of reverter.
C. That Morgan has a present possessory life estate, Stephanie has a future interest in a remainder in fee simple subject to a condition subsequent, Oliver has a future interest in an executory interest in fee simple, and Arnold has no present or future rights in Blackacre.
D. That Morgan has a present possessory life estate, Stephanie has a future interest in a remainder in fee simple determinable, Oliver has a future interest in an executory interest in fee simple, and Arnold has no present or future rights in Blackacre.
Many people of Anytown walked through Walter’s wooded path to get to Anytown Golf Course, during the summer months. Walter never gave permission for anyone to walk along his wooded path but Walter, a photographer, often spotted people walking along the path as he used the path to take photographs of golfers. At no time did he stop any resident from using the wooded path. This use of the path by the people of Anytown continued throughout the summer months for over nineteen years. If the applicable statute of limitations in Anytown is eighteen years, would the people of Anytown who used the path have a prescriptive easement to continue doing so?

A. No, because Walter also used the path and a prescriptive easement cannot be established by public use.
B. Yes, because the use by the public was open and notorious, adverse and under claim of right, and continued uninterrupted and continuous for the statutory period.
C. No, because the use was not continuous for the statutory period.
D. Yes, because it would be improper to stop Anytown residents from discontinuing such a long-standing habit.

Theo offered to sell Blackacre to Sebastian. Blackacre had been properly surveyed, and consisted of 100 acres of pristine wilderness land. Blackacre also abutted a protected national park on one side, and had 1,500 feet of frontage on the magnificent Abundi River on another side. The property, once sufficiently improved with a road and utilities was worth close to $1,000,000. Theo was a millionaire, and owned the Blackacre property, even though Theo was not very interested in nature. Theo also was a close friend of Sebastian. Sebastian was a nature conservationist by profession, but did not have much money. Theo decided to offer Blackacre to Sebastian for $5,000 in consideration, because Theo thought that Sebastian would appreciate the natural wonders of Blackacre much more than Theo would. A proper legal instrument was drawn up and signed by both parties. Sebastian took title to Blackacre after paying Theo $5,000. Unknown to Sebastian, Theo had previously contracted to sell the property to Terry for $650,000. Terry failed to record the contract of sale. When Terry discovered that Theo had sold the property to Sebastian, she brought an action seeking to enforce her contract with Theo and asking the court to quiet title to Blackacre in her favor.

Under the facts as stated above, would Sebastian most likely be considered a bona fide purchaser?

A. No, because Sebastian only paid $5,000 for Blackacre.
B. Yes, because Sebastian paid valuable consideration for Blackacre and he took without notice.
C. No, because Sebastian’s contract with Theo was not first in time and unrecorded.
D. Yes, because Sebastian was truly interested in the natural wonders of Blackacre.
In his will Jack made the following devises of his property.

1. I convey Redacre to my son Michael and the heirs of his body, provided they do not attempt to sell or lease the same.

2. I convey Whiteacre to my brother George provided that he always use the land for farming and no other purpose, in which case my heirs may reclaim it.

3. I convey Blue Meadows and the building thereon to the Society for the Deaf for so long as the building is used as a school building.

4. I convey Townacre to my wife, Janet, for life, remainder to my daughter Laura, provided that no encumbrances are placed on Townacre during Janet’s lifetime.

After the death of Jack, all the parties have come to you and want to know if these restrictions can be enforced against them. Also Janet wishes to obtain a mortgage on the property in order to make improvements to the home located there, may she do so?