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The owner of a tract of land divided it into streets and lots, the latter having not less than one hundred feet frontage and being not less than one-half acre in area. A map of the tract was recorded and one lot was sold to each of the nine defendants. The deeds to these lots referred to the plat; restrictive covenants were in the deeds but no express covenant bound the grantor with respect to any other lot. The grantor proposed to subdivide for sale the remaining eleven lots. He brought this action, alleging a cloud upon his title, to determine the validity of defendants' claims that each had a right to enjoin the proposed subdivision. *Held:* the vendees could not prevent the vendor from subdividing the remaining lots.[1]

The court decided that a recorded plat, incorporated by reference into each of the defendants' deeds, did not establish a general improvement plan or scheme. Had it been determined that the plat indicated such a general plan,[2] then the grantor would have been precluded from asserting the disputed right in regard to the land.[3] What is necessary to establish a development plan? It is said that whether or not restrictions appear in the deed is not conclusive that lots are or are not sold pursuant to a general plan.[4] It has been held that where there were restrictions in some of the deeds to the grantees and none in others, in an action between two of the grantees, that there was no uniform scheme of development.[5] A recent decision held that where a tract of land was divided into blocks and subdivided into lots, of which it does not appear that a plat was recorded, that it was not planned in accordance with a general development scheme.[6] Further, the mere recordation of a plat imposes

[1] Stephens v. Binder, 198 N. C. 295, 151 S. E. 639 (1930). The case relied upon by the court held that a map alone was insufficient to establish a general plan, Davis v. Robinson, 189 N. C. 589, 127 S. E. 697 (1925). *Accord:* Clark v. McGee, 159 Ill. 518, 42 N. E. 965 (1896); Milliken v. Denny, 141 N. C. 224, 53 S. E. 867 (1906).

[2] Bowen v. Smith, 76 N. J. Eq. 456, 74 Atl. 675 (1909).

[3] Rives v. Dudley, 56 N. C. 126, 67 Am. Dec. 230 (1856).

[4] Velie v. Richardson, 126 Minn. 334, 148 N. W. 286 (1914); Hano v. Bigelow, 155 Mass. 341, 29 N. E. 628 (1892).

[5] Snyder v. Heath, 185 N. C. 362, 117 S. E. 294 (1923). A land development company purchased a large acreage of lands adjoining a city, had it platted into lots, recorded the plat, and sold various lots to purchasers, some of whose deeds contained restrictions while others did not. *Held:* there was no uniform scheme of development. *Accord:* Donahoe v. Turner, 204 Mass. 274, 90 N. E. 549 (1910).

[6] Delaney v. Hart, 198 N. C. 96, 150 S. E. 702 (1930).

no duty on an owner of land to abide by it.[7] However, upon the specific facts of a case where reference was made in a deed to a recorded plat, it was said that the purchasers acquired the right to rely upon the continued and unchanged existence of the plan as indicated by the plat.[8]

It is said that the criterion in this class of cases is the intent of the grantor,—whether he intends the act, relied upon as the basis of the disputed implied easement, to inure to his own or to the benefit of the lot owners generally; and his intention is to be gathered from his acts and the attendant circumstances.[9] Now, as between grantees, the right to enforce an easement must be based upon the theory that each purchaser buying a lot with notice of something in the nature of a general building plan, impliedly assents thereto, and may be compelled to comply therewith at the suit of the owner of any other lot.[10]

It is submitted that in the sale of half-acre lots located in an exclusive residential-estate district (as in the instant case) an inference should arise that each vendee had paid an enhanced price for his property, in reliance upon the continuance and enforcement of the details of the recorded plat which is incorporated by reference into his deed.[11] Would it not be good policy to estop the vendor, who has induced the vendee to act in reliance upon the recorded plat, from subsequently disregarding it?[12]

C. E. H. REITZEL.

[7] Stephens Co. v. Homes Co., 181 N. C. 335, 107 S. E. 233 (1921). Where a body of land was platted, the plat recorded, and the land mapped into blocks, lots, and streets by several separate and distinct divisions, and lots sold with reference to later sub-divisional recorded maps respectively, it was held that the lots were not sold according to a general building plan and that the original recorded plat raised no such implication. *Accord:* Webber v. Landrigan, 215 Mass. 221, 102 N. E. 460 (1913).

[8] Collins v. Land Co., 128 N. C. 563, 39 S. E. 21 (1901) ("A map or plat, referred to in a deed, becomes a part of the deed, and the plan indicated on the plat is to be regarded as a unity, and the purchaser of a lot under it acquires the right to rely upon its continued unchanged existence"). See also: Conrad v. Land Co., 126 N. C. 776, 36 S. E. 282 (1900); Johnston v. Garrett, 190 N. C. 835, 130 S. E. 835 (1925).

[9] Bacon v. Sandberg, 179 Mass. 396, 60 N. E. 936 (1901).

[10] De Gray v. Monmouth Co., 50 N. J. Eq. 329, 24 Atl. 388 (1892).

[11] Hughes v. Clark, 134 N. C. 457, 47 S. E. 462 (1904); De Gray v. Monmouth Co., *supra* note 11; Allen v. Detroit, 167 Mich. 464, 133 N. W. 317 (1911).

[12] Rives v. Dudley, *supra* note 3; Grogan v. Hayward, 4 Fed. 164 (1880).