Chapter 1
Types of Contractual Community

Abstract In this chapter we will examine two of the main forms of contractual community, namely the proprietary community, and the homeowners association. For each of the two we will consider the way they come into being, their principal features, and the way they are administered.

Keywords Proprietary community · Homeowners associations · Ownership models · Organisation · Rules · Facilities

1.1 The Proprietary Community

1.1.1 Organisation, Origins, and Examples

The "proprietary community" entails that a single private owner of a given stretch of real estate parcels the land up, adds infrastructure, and applies a form of administration to the said property so as to increase its value, and to ensure revenue by leasing portions or elements thereof. (By "single owner" we indicate an individual entrepreneur, a group, or a company). In this case, the title to the land is kept intact and parcelling is accomplished by leasing.

The tenants accept the regulations attached to their rental agreement, and contribute to the running of the real estate complex via payment of a pre-set sum for the lease of the property. The duration of the period of use of the property in question, along with the various procedures for renewing or terminating the contract, are integral parts of the initial rental agreement.

G. Brunetta and S. Moroni, *Contractual Communities in the Self-Organising City*, SpringerBriefs in Geography, DOI: 10.1007/978-94-007-2859-2_1,
© Springer Science+Business Media B.V. 2012

This organisational arrangement, which had a certain currency in previous centuries,[1] has recently been resuscitated, starting with the example of the US shopping malls, by which a single owner rents out portions for traders. Shopping malls were in fact one of the early signs of the reintroduction of the proprietary community in the last century[2]; in particular, such cases evince the unitary nature of the enterprise in terms of administration and management of the area in question, along with the functional and financial aspects (linkage, parking, services annexed to sales points, brand management, etc.).[3] Other more complex and interesting examples of proprietary community are entertainment complexes, theme parks, industrial parks, research parks, office buildings, and apartment complexes. (Significantly, the category of use of the property tends to influence the duration of rental contracts, with longer contracts in the case of residential property). Interestingly, some entirely new cases are emerging that are of even greater relevance, in which the proprietary communities comprise various combinations of the functions listed above.

Some significant cases of proprietary community are theme parks like Knott's Berry Farm (California),[4] and entertainment complexes like Walt Disney World (Florida),[5] residential, agricultural and tertiary complexes like Irvine Ranch

[1] A form of land-use organisation fairly similar to this was common in London during the Eighteenth and Nineteenth centuries; in those days it was common practice for a landowner to transform and urbanise specific areas and then lease the buildings to a variety of separate subjects. Whoever acquired rights of use generally accepted the commitment to ensure the proper upkeep of the properties, and not change their end-use. The (single) owner in turn would take care of the management and administration of the entire complex, and had the right to verify whether the property was being maintained according to the original contract of use; if the user defaulted, the owner could send a writ to the leaseholder; if the latter failed to comply within a specified period, the owner could declare the contract void (Summerson 1962; Olsen 1964; Rasmussen 1967; Booth 2003).

[2] The first shopping mall—Roland Park—was built in 1907 in Baltimore: it consisted in a group of stores, unified in their architectural design, and set back from the main street in order to provide easy parking. Fifty years ago fewer than a dozen shopping centres existed in the United States; today there are over 50.000.

[3] One of the largest shopping malls in the US is the Mall of America in Bloomington (Minnesota), with a sales surface of 230,000 m^2, over 500 stores, 12,500 parking spaces, 11,000 staff. In 2006 the Mall of America was visited by 40 million people.

[4] Knott's Berry Farm is the oldest American theme park. Founded by Walter Knott, it opened in 1968 (Knott was a great admirer of the ideas of Spencer Heath: see Chap. 6). Today the farm covers 160 acres.

[5] Walt Disney World was opened in 1971. It is today the world largest recreational complex. It provides recreational and commercial services and private security to residents and visitors over a 47 square-mile area. It includes four theme parks and two water parks, 23 hotels, and other kind of recreational services. Today it has about 66,000 employers. On the history and organization of Walt Disney World, see Foldvary (1994, pp. 114–133), Klugman et al. (1995).

(California),[6] and huge hotel such as Las Vegas's MGM Grand (Nevada).[7] A particular case of a proprietary community was also Arden (Delaware).[8]

1.1.2 The Tasks and Duties of the Single Owner

The single owner performs four main functions, all geared to increasing the value of the land he owns.[9] First, the single owner conceives a real estate plan and assumes responsibility—either directly or by proxy—for its implementation. Second, he lays down the regulations concerning the end-use of the buildings, and what type of activities may be present. Third, he selects the tenants, setting the terms for admission, and evaluating the applications in turn. Fourth, he administers and manages the proprietary community by ensuring the tenants' adherence to the rules of the rental agreement, guaranteeing the general upkeep of the properties in question, the supply of services, the activation of promotional events, and so forth.

In short, one might say that the single owner performs a type of "strategic unitary action" (MacCallum 2003a). Indeed the force of the single owner lies in pursuing the (desirable and mutual) goal of improving the running conditions of

---

[6] For a long time Irvine Ranch was one of the vastest private estates in the United States. Managed on an overall scheme, the estate was developed in successive stages from the 1950s onwards. In the ensuing decades the entire property (185 square miles) was run by the Irvine Company, which constructed residential complexes and other buildings. The farmland and the condominiums were mostly rented out. The Irvine Ranch has been under private ownership for nearly 150. The Irvine Company resisted for a long time intense pressure to sell the land piece by piece. On Irvine Ranch history see Griffin (1974), Glass-Cleland (2003), Forsyth (2005, pp. 53–106). Today the situation is partially changed: some portions of the original Irvine Ranch have been sold; however, the Irvine Company remains the owner and administrator of numerous residential complexes and tertiary structures, hotels, resorts, and shopping centres.

[7] Las Vegas' MGM Grand (Nevada) opened in 1993: it is a hotel with more than 5,000 rooms. It is the second largest hotel in the world. "Counting room guests, service staff, and visitors, the population of the MGM Grand ranges between 35,000 and 70,000 persons daily" (MacCallum 2003a, p. 7). This kind of hotel compare with a small city. The MGM Grand includes restaurants and cafes, theatres and art galleries, shopping places, chapels, convention facilities, fitness centres, professional offices, medical services, a security force, and a monorail station. The property includes outdoor pools, rivers, and waterfalls that cover 6.6 acres.

[8] Arden community was founded by followers of Henry George in 1900 in order to experiments George's idea of a single tax levied on the value of land (see Chap. 6). Till 1965 Arden remains a particular case of proprietary community. All the land was undivided and owned by a trust. "Assessors" were elected by the residents for the management of the community. All land is leased to residents. The community collect the community's land rent to provide collective goods. See Foldvary (1994, pp. 134–51). Similar experiments—namely, private settlement projects founded on the idea of a single levy on the land to finance collective services—include Fairhope in Alabama (founded by the Fairhope Industrial Association in 1894). The Fairhope Single-Tax Corporation continues to operate on an estate covering more than 4,000 acres, renting out around 1,800 leaseholds for periods of up to 99 years.

[9] The first of the functions we will mention could also be performed by different subject from those performing the other three.

the proprietary community as a whole; conditions that become the primary motor for the growth of the latter.

The goal of the single owner is to make the community "a productive and wholly desirable place for people to live and carry on their businesses" (MacCallum 1970, p. 62). Indeed, the owner "who gives up the direct use of his land and instead administers it as productive capital by letting its use to others acquires an economic interest in creating an environment that will be conducive to the well-being of his tenants" (MacCallum 2003a, p. 13). In light of this, the formula of letting out property passes from the *passive* version whereby the owner earns from merely possessing something that he temporarily relinquishes to others (the typical lease of a single property to a single tenant), to the more *active* version in which the owner obtains returns above all through his ability to improve and administer a set of properties over time (typical of the case of renting out an entire building complex to a group of subjects).

1.1.3 Forms of Emergence and Diffusion

As we have seen, the coming into being of proprietary communities is generally the outcome of an entrepreneurial initiative; usually the entrepreneur is the single owner itself.

To date, proprietary communities have been in any way generally overlooked. As MacCallum (2003b, p. 228) himself points out, the matter of proprietary communities has broad economic and sociological implications; but, "because they are relatively prosaic, non-heroic developments of the marketplace, not ideologically inspired as intentional or utopian communities are, they have received little scholarly attention".

As regards their diffusion, we can observe that, for the time being, *residential* proprietary communities are fewer in number compared to the other types of proprietary communities. According to MacCallum (2005) this does not depend solely on the fact that (rented) apartments yield less revenue to the owner than the other types due to purely market reasons, but to the fact that current legislation (in the US, for instance) provides fiscal and bureaucratic incentives that favours the *purchase* of the residential units.

1.2 The Homeowners Association

1.2.1 Organisation, Origins, and Examples

The "homeowners association" entails that a group of individuals, each owner of one of the living units that lie within a given territory, accepts a set of community regulations, and pays a fee into a common fund that guarantees the civic services provided in the common areas. As for the question of ownership, each member of

the association owns a living unit (for instance, the apartment in which he or she lives), and has shared ownership of a series of areas and buildings for common use (e.g., squares, streets, parks, sports grounds).

There are various systems for determining the quota each pays into the common fund. In some cases it is the same sum for every living unit; in other it varies according to the surface area of the unit; or on the basis of the unit's value (evaluated by an independent surveyor called in regularly by the association). Besides the membership quota, homeowners associations sometimes have other sources of income, for example revenue from the provision of services to non-members.

The principle of the homeowners association was already in place in previous centuries,[10] but recently it has been making a huge comeback, particularly in the United States. Homeowners associations can be as small as a handful of buildings and as large as a small-medium city of over 50,000 inhabitants. Two of the greatest homeowners associations are Reston (Virginia)[11] and Columbia (Maryland).[12] But the

[10] For example, in various settlements in Britain at the end of the 1700s and early 1800s, which saw the inclusion into the purchase agreement of a set of regulations governing the communal facilities (Davies 2002). In the United States the first instance of a residential community association is usually held to be Gramercy Park, set up in New York in 1831 (characterised by a situation in which the park and streets were owned by a trust and managed by a board elected by sixty homeowners from the estate); even though the first true example is probably that of Louisburg Square in Boston in 1844 (in which 28 homeowners accepted restrictive covenants, and form an association which they pay a quota to for the upkeep of the park and roads). Not long afterwards (1852) comes the experiment of San Francisco's South Park, which had less success. At the beginning of the 1900s, one of the best-known examples is Saint Francis Wood in San Francisco (500 dwellings, with roads, parks, and communal sports facilities). For similar examples in France, see Le Goix (2008).

[11] Reston association is a huge community association. It was conceived as a private planned community by Robert E. Simon (influenced by the ideas of Howard and his followers), and founded in 1964. The total area of Reston is about 17.4 square miles. The population is over 56,000. The housing units are over 24,000. Reston is caring for and maintaining over 1,300 acres of open space and recreation facilities. The association has a full-time staff of around 80, increasing in the summer months with 300 seasonal workers. The Reston association maintains and administers woodland, lawns, ponds, and several streams (some suitable for sailing and fishing), 15 swimming-pools, 48 tennis courts, 35 playing fields for kids, 6 pavilions for picnics, and almost 90 km of cycle tracks. See Foldvary (1994, pp. 166–89). Commercial sites are no part of the Reston association; a large part of them is in the Town centre that is managed by another association, The Reston Town Center Association (see Ward 2006).

[12] Columbia association consists of ten villages. The creator and developer was James W. Rouses. It opened in 1967. The total area of Columbia is 27.7 square miles. The population is about 88,000. The housing units are over 35,000. Commercial sites are included in the association jurisdiction; about 30–40% of the community revenues comes from assessments on shopping centres, office building, industrial parks. The association's staff totals around 200 full-time workers and around 400 part-time and seasonal ones. Columbia association operates numerous facilities, such us 6 indoor swimming pools, 23 outdoor swimming pools, a sports park, one ice rink, 3 athletic clubs, a horse-riding centre, tennis, basketball, volleyball courts, picnic pavilions, 170 tot lots and play areas, 93 miles of pathways for jogging and biking. Columbia association maintains more than 3,500 acres of open space, including 268 footbridges. There are three lakes. On the history and the organisation of Columbia association see Forsyth (2005, pp. 107–160).

typical size in the United States is around 250–300 housing units with a population between 400 and 1,000, as happens in, for instance, Park West (Virginia).[13]

1.2.2 Rules and Services, and Tasks of the Board

Here we will take a detailed look at how a homeowners association works.

The rules of cohabitation are partly contained in the *Declaration of covenants, conditions and restrictions*, which is supplied along with the deeds of sale, and comprises a form of "local constitution" to all effects; the other part comprises regulations developed over time by the association's board (elected by majority). This dual system of rules covers the system of administration of the association itself (the organs and their functions, methods of financing, etc.), and the rights and duties of the members: these include restrictions on how the private units may be used (e.g., what type of activity, modes of use and layout of the private green areas and parking, what colours are permitted for façades, types of roofing, etc.) and permissions of access to the common areas.

The first type of rules—those collected in the *Declaration of covenants, conditions and restrictions*—are the most important and basic of the two. These are aimed at guaranteeing a certain legal stability of a given place. These rules are attached to the original contract through which the individual owners become members of the association itself. Among this first set of rules are those governing the use of the property, usually termed *covenants*.[14] In the case of residential property, the covenants are strictly tied to a living unit purchased by the individual in the area in which the association itself is constituted. These covenants obtain also for successive purchasers, once they have been apprised of the covenants' existence. They "run with the land". In Great Britain, this principle was established for the first time in the renowned case of *Tulk vs. Moxhay* (1848).[15] In the

[13] Park West Association is a medium-size homeowners association. It was created in the eighties. It has 270 housing units. The communal areas administered by the association comprise 5 roads, parking areas for a total of 600 vehicles, sports amenities, including swimming-pools, games pitches, and assorted greenspace.

[14] As Hughes and Turnbull (1996, p. 171) observe, covenants are private land-use contracts for reducing externality risks. "By binding themselves to the contractual restrictions created at the subdivision filing, consumers can credibly commit to economic behaviour that reduces the overall level of housing consumption risk facing all land users in the subdivision. This method of credible commitment obviates the need to deal with the free-rider problem that typically haunts cooperative agreements".

[15] To briefly recap the events, a parcel of land in London was bought from the owner in full cognizance that the latter had bought it 40 years earlier and had accepted the prohibition of constructing in any of the free spaces. The last purchaser (Moxhay) refused to honour the restrictions (and intended to build where he pleased); but his plea was rejected at a hearing in which the court ruled that he was aware of the restrictions at the time of purchase, and was therefore bound to comply with the original contract.

United States a ruling that affirms the same principle was made in the case of *Dixon vs. Van Sweringen Co.* (1929).[16] A legal problem arises due to the fact that the covenants do not obtain only for the parts to which they original refer consequent to a bilateral agreement (in particular, the seller of a unit within the territory of a homeowners association, and the first purchaser of the same unit who becomes a member of the association); these covenants also affect people who come in later and have not explicitly accepted the initial agreement (that is, those who purchase the unit in a later phase). As pointed out earlier, the legal loophole was solved by ensuring that the original covenants obtained for all subsequent purchasers, so long as the latter have been apprised of the said covenants.[17] It is obvious that if the covenants did not remain attached to the property unit, over time the original structure of the association would be in peril, as new purchasers would not be entailed to observe the original rules of the association.

Covenants remain valid for extended periods of time; they can be revised only through special procedures. In many homeowners associations in the United States the covenants remain valid for decades (20 years is fairly standard), and are considered automatically renewed upon expiry unless a significant majority of the association's members explicitly indicate otherwise; after the first expiry, the covenant is usually revisable at preset intervals (e.g., every 10 years). The presence of covenants fosters an increase in worth for property units within a given settlement, and keeps their value steady (Hughes and Turnbull 1996; Agan and Tabarrok 2005).

The second tier of regulations—secondary and integrative—are introduced later by the board, whose task is to integrate the ordinary regulations with more detailed and contingent requirements. Such additional rules tend to remain valid for a shorter period, and are more easily revised.

In sum, as observed by Ellickson (1991, p. 134), the rules of the first type are *constitutive rules* (voluntarily and unanimously approved at the outset when

---

[16] The Van Sweringen Company was set up in 1913 to develop lands purchased east of Cleveland by the Van Sweringen brothers in 1905. The settlement created by the company envisaged a broad use of covenants to guarantee the aesthetic and living quality of the estate. The sale of the lots began in 1916. Several years later, Janie Dixon bought one of the lots from the previous purchaser, but refused to honour the relative building restrictions. The court of Ohio ruled against Dixon, stating the principle by which each new purchaser in cognisance of the original contract restrictions was obliged in turn to honour them. (Basically, the *Dixon vs. Van Sweringen Co*. case inverts a trend that had begun against private covenants in the United States from the early 1900s).

[17] An additional and greater complication lay in the fact that all this (the transfer of contractual restrictions to all later purchasers) is easier to accept at juridical level in the case of prohibitions (i.e., rules that preclude certain actions), rather than those that prescribe obligations (i.e., imposing positive action such as building or maintenance of structures, or ensuring the proper upkeep of one's property). The juridical rulings on this last point are more varied: in the United States for example, after a famous ruling in 1881 (*Haywood vs. Brunswick Permanent Benefit Building Society*), which had excluded covenants from containing these pro-active obligations, later sentences acknowledged as admissible at least some types of positive obligations. A thorough study of this and other problems tied to covenants is Korngold (2004).

accepting the Declaration of covenants, conditions, and restrictions), whereas the second tier of rules are *organisational rules* (introduced later by the board).[18]

Now that the nature of these two types of regulation has been made clear, we move on to the services provided within such communities. The collective services are run by the board, and apply to the areas of common ownership; the more common services are roads, parking lots, lighting, planting and maintenance of green areas, street and sidewalk cleaning, garbage collection, snow removal, management of amenities (swimming-pool, tennis-courts, etc.), and sundry support activities (creation and distribution of newsletters, child-care, etc.).[19]

At this stage of the discussion, we can summarise the four fundamental duties of the said board.

Their first mandate is to ensure that the *Declaration of covenants, conditions and restriction*s is respected by the association's members, and if necessary intervene by means of notices, or fines in the case of proven violation.[20] The second assignment is to introduce the aforementioned additional organisational rules. The third is to collect the membership fees that finance the collective activities. The fourth task is to supply and administer collective facilities and amenities, and to manage the association's annual expenses according to an agreed budget. Interestingly, in the United States many homeowners associations set aside a "reserve fund" each year upon which to draw for possible future maintenance costs on common infrastructure, or the replacement of some of them.

Note that the board's actions are limited to the powers bestowed upon it by the association's members, and can in no way modify its status or functions during its term of duty. That is, the board members abide by a specific mandate that cannot be altered or extended, and their operations are bound by the terms of private law. Members of the board usually perform their functions free of charge, as they themselves are normally members of the association. In the United States, the board members usually number between five and seven, and they are appointed for a term of two to three years. To perform their duties, the boards of homeowners associations in the United States are often assisted by "committees", always composed of volunteers; in certain cases, however, the board might engage an outside management firm to handle specific tasks.

One last key feature to note is that the communities vary in complexity according to their size; the smaller ones consist largely in a single association with the simple structure; whereas the larger ones denote a more articulated framework,

---

[18] See also Foldvary (2006), who notes that rules of a homeowners association have two levels: the *constitutional* and the *operational*.

[19] See Appendix, Table 3, for more details.

[20] In such instances, the board's procedure can be either "active" or "reactive". In the case of an active approach, the board is under obligation to periodically verify that the rules are being respected; in the second, the board reacts when alerted to possible misdemeanours, and may only proceed as a consequence to such reports. As one can imagine, both these approaches have their inevitable pros and cons: the former runs the risk of being overly intrusive; the latter entails the risk of random or subjective accounts of violation (Budd 1998).

consisting in one or two main associations (umbrella-associations), and in a network of sub-associations.[21]

1.2.3 Forms of Emergence and Diffusion

Now that we have seen the way in which the homeowners associations work, we can turn to how they come into being, or what conditions obtain for them to form.

Basically, this type of association is more easily created if its basic premises are met from the outset. It is worth noting that in the United States often it is the developer himself that configures a system of association along with a package of regulations applicable right from the sale of the first property. One of the developer reasons is to fetch a higher price for each lot; in other words, the developer uses this mechanism because there exists a sector of the demand prepared to pay higher prices for real estate that is covered by a set of common regulations. As Gordon and Richardson (2004, p. 200) write: "The developers of private communities do more than supply public goods, they also establish and market the rules for their governance. Consumers purchase the entire package, suggesting that the rules have to pass a market test". The same question is pointed out by Nelson (2005, p. 14): "Private profit in such circumstances is put at the service of devising a better system of local governance".

In such cases the association is instituted from the outset, and the developer himself is a member inasmuch as it continues to own lots yet to be sold, withdrawing its membership once the last one has been purchased. As one might imagine, some conflicts can arise during the phase of transition in which the original developer remains involved until the last lot has sold. During this phase the association is composed of various different owners, but owing to the lots still to be sold, the original developer continues to be a member, moreover, one whose influence is proportional to the quotas still in his possession.

It is clearly harder to set up a homeowners association among a group of scattered residents who just happen to live in a certain neighbourhood or consolidated part of the city; the fact that it is more difficult to establish such associations a *posteriori* does not make it impossible. To this end, various tools and procedures have been put forward. Some systems, such as that tendered by Foldvary (2005), propose tools that always rely on unanimity. Foldvary pictures a neighbourhood in which group of owners emerges upon the instigation of a select

[21] In Reston, Virginia, there is a case of a principal association and a series of cluster associations for the discrete neighbourhoods. In Columbia a principal association operates alongside 10 sub-associations for each of the villages. At Woodlands in Texas there were three principal associations that work in tandem, and different sub-associations that hinge on the villages. The Landfall Council of Associations in North Carolina is an association that comprises 22 sub-associations. The Sawgrass Players Club in Florida is an umbrella association comprised of 16 sub-associations for the neighbourhoods.

few locals, and presents a formal request to the council to form a homeowners association, indicating the services they intend to take responsibility for, and in exchange have certain tax exemptions: if certain residents of the neighbourhood decline to join the association, the latter will agree with the town hall on what kind of measures to adopt as a safeguard.[22] Other writers, for example Ellickson (1998) and Nelson (2002), propose a mechanism that relies on a super-majority, namely, a sizeable majority of residents that may involve the reluctant ones regardless.

While the former of these two proposals is technically more complicated, it is preferable because it pivots on the principle of unanimity,[23] though this may inevitably entail that such associations will on the whole be limited to relatively small areas.

To conclude with a comment regarding the diffusion of this kind of contractual communities, we can observe that they have a great success. Homeowners associations are the form of residential association preferred in the United States, their number greatly increasing in the last two decades, while gaining a foothold in other countries also (Nelson 2005; Atkinson and Blandy 2006; Glasze et al. 2006).[24]

References

Agan, A., & Tabarrok, A. (2005). What are private governments worth? *Regulation, 28*(3), 14–17.

Atkinson, R., & Blandy, S. (Eds.). (2006). *Gated communities*. London: Routledge.

Booth, P. (2003). *Planning by consent. The origins and nature of british development control*. London: Routledge.

Budd, K. (1998). *Be reasonable! how community associations can enforce rules without antagonizing residents, going to court, or starting world war III*. Alexandria: Community Associations Institute.

Davies, S. (2002). Laissez-faire urban planning. In D. T. Beito, P. Gordon, & A. Tabarrok (Eds.), *The voluntary city*. Ann Arbor: The University of Michigan Press.

Eagle, S. J. (1999). Privatizing urban land regulation: The problem of consent. *George Mason Law Review, 7*(4), 905–921.

Ellickson, R. C. (1991). *Order without law. How neighbors settle disputes*. Cambridge: Harvard University Press.

Ellickson, R. C. (1998). New institutions for old neighborhoods. *Duke Law Journal, 48*(1), 75–110.

Foldvary, F. (1994). *Public goods and private communities*. Aldershot: Edward Elgar.

[22] "If most of a neighborhood wishes to privatize but some do not, those wishing to remain directly under the government would continue to be under government jurisdiction, and there would then be agreements for the joint provision of services such us streets that service both members and non members" (Foldvary 2005, p. 126).

[23] For a critique of the idea of creating residential contractual communities in established neighbourhoods not on the basis of unanimous consent but through super-majority, see Eagle (1999).

[24] See Appendix, Table 1, for more details.

Foldvary, F. (2005). Geo-rent: A plea to public economists. *EJW, 2*(1), 106–132.

Foldvary, F. (2006). The economic case for private residential government. In G. Glasze, C. Webster, & K. Frantz (Eds.), *Private cities. Global and local perspectives*. London: Routledge.

Forsyth, A. (2005). *Reforming suburbia. The planned communities of Irvine, Columbia and The Woodlands*. Berkeley: University of California Press.

Glass-Cleland, R. (2003). *The Irvine ranch*. San Marino: Huntington.

Glasze, G., Webster, C., & Frantz, K. (Eds.). (2006). *Private cities. Global and local perspectives*. London: Routledge.

Gordon, P., & Richardson, H. W. (2004). Exit and voice in U.S. Settlement change. *The Review of Austrian Economics, 17*(2–3), 187–202.

Griffin, N. M. (1974). *Irvine: The genesis of a new community*. Washington: ULI.

Hughes, W. T., & Turnbull, G. K. (1996). Uncertain neighborhood effects and restrictive covenants. *Journal of Urban Economics, 39*(2), 160–172.

Klugman, K., Kuenz, J., Waldrep, S., & Willis, S. (1995). *Inside the mouse*. Durham: Duke University Press.

Korngold, G. (2004). *Private land use arrangements*. Huntington: Juris Publishing.

Le Goix, R. (2008). Gated communities: Generic patterns in suburban landscapes. In S. Body-Gendrot, J. Carré, & R. Garbaye (Eds.), *A city of one's own. Blurring the boundaries between private and public*. Ashgate: Aldershot.

MacCallum, S. H. (1970). *The art of community*. Menlo Park: Institute for Humane Studies.

MacCallum, S. H. (2003a). The enterprise of community. *Journal of Libertarian Studies, 17*(4), 1–15.

MacCallum, S. H. (2003b). The entrepreneurial community in light of advancing business practices and technologies. In F. E. Foldvary & D. B. Klein (Eds.), *The half-life of policy rationales*. New York: New York University Press.

MacCallum, S. H. (2005). Planning through exclusive dialogue: Basic lessons we can learn from the private estate. *Economic Affairs, 25*(4), 36–39.

Nelson, R. H. (2002). Privatizing neighborhood. In D. T. Beito, P. Gordon, & A. Tabarrok (Eds.), *The voluntary city*. Ann Arbor: The University of Michigan Press.

Nelson, R. H. (2005). *Private neighborhoods*. Washington: Urban Institute Press.

Olsen, D. J. (1964). *Town planning in london*. New Haven: Yale University Press.

Rasmussen, S. E. (1967). *London: The unique city*. Cambridge: The MIT Press.

Summerson, J. (1962). *Georgian London*. London: Barrie and Jenkins.

Ward, A. (Ed.). (2006). *Reston town center*. Washington: Academy Press.