Legal Aspects of Real Estate, Sixth Edition Quizzes

Instructions: Quizzes are open book. All answers are Multiple Choice. The answer key is located on Page 457.

Quiz 1 — Chapters 1-2, Pages 1-20

__ 1. Under __________, legal disputes were settled on a case-by-case basis before a judge.
   a. the English common law
   b. the Spanish legal system
   c. the Mexican civil law
   d. None of the above.

__ 2. Under __________, legal disputes were settled by pre-established statutes.
   a. the English common law
   b. the Spanish civil law
   c. the Mexican judiciary
   d. None of the above.

__ 3. The federal and state governments are divided into these branches:
   a. executive, statutory and legislative.
   b. judicial, constitutional and executive.
   c. legislative, executive and judicial.
   d. constitutional, statutory and regulatory.

__ 4. __________ is the power of the state or local government to protect the public well-being.
   a. Eminent domain
   b. Police power
   c. The power to tax
   d. None of the above.

__ 5. __________ is the right of the government to take private property for public use.
   a. Judicial authority
   b. Police power
   c. The power to tax
   d. Eminent domain

__ 6. __________ is the power of the state or local government to generate revenue and fund state and local governmental functions under their police power.
   a. The power to tax
   b. The commerce clause
   c. The right to vote
   d. The Spanish common law

__ 7. Covenants, conditions and restrictions (CC&Rs) which limit subdivision sales to nonminorities violate:
   a. federal commerce clauses.
   b. equal protection laws.
   c. rent control ordinances.
   d. All of the above.

__ 8. California has a three-tiered court system consisting of:
   a. trial courts, superior courts and appellate courts.
   b. superior courts, night courts and trial courts.
   c. supra courts, the Supreme Court and night courts.
   d. trial courts, appellate courts and the Supreme Court.

__ 9. __________ determines the proper physical location of the court which will hear a case.
   a. Jurisdiction
   b. Appellate
   c. Venue
   d. Police power
10. A __________ clause determines in advance which state’s law applies in a dispute.
   a. due process  
   b. choice-of-law  
   c. diversity of citizenship  
   d. small claims

**Quiz 2 — Chapters 3-4, Pages 21-40**

1. The right to possess and use property includes the right to:
   a. occupy the property.  
   b. sell the property.  
   c. lease the property.  
   d. All of the above.

2. Real estate is characterized as:
   a. movable.  
   b. immovable.  
   c. personalty.  
   d. None of the above.

3. The first component of real estate is land, which includes:
   a. soil.  
   b. rocks.  
   c. reasonable airspace above the earth.  
   d. All of the above.

4. A fixture is:
   a. personal property which has become permanently attached to real estate.  
   b. real estate which has been condemned.  
   c. personal property which is no longer associated with real estate.  
   d. real estate which has been abandoned.

5. The ownership interests in real estate include:
   a. fee estates.  
   b. life estates.  
   c. leasehold estates.  
   d. All of the above.

6. A person who holds a __________ interest in real estate has the right to possess and control their property indefinitely.
   a. leasehold  
   b. life estate  
   c. fee estate  
   d. profit a prendre

7. A(n) __________ is an interest in a parcel of real estate lasting the lifetime of a named individual, called a controlling life.
   a. periodic tenancy  
   b. drilling right  
   c. controlled interest  
   d. life estate

8. A leasehold estate conveys to a tenant the right to __________ a fee owner’s real estate.
   a. possess  
   b. sell  
   c. destroy  
   d. All of the above.

9. In a __________, a landlord and tenant agree to successive rental periods of the same length, such as in a month-to-month tenancy.
   a. periodic tenancy  
   b. tenancy-at-will  
   c. tenancy-at-sufferance  
   d. life tenancy.

10. A(n) __________ grants its holder a nonexclusive personal privilege to use property.
    a. easement  
    b. license  
    c. covenant  
    d. partition
Quiz 3 — Chapters 5-6, Pages 41-66

1. __________ are improvements made to leased property to meet the needs of the occupying tenant.
   a. Mechanic’s liens
   b. Tenant improvements
   c. Lease agreements
   d. Encroachments

2. An improvement which a tenant is required to make in exchange for a reduction in rent is an example of a:
   a. mandatory encroachment.
   b. mandatory improvement.
   c. permissive improvement.
   d. permissive fixture.

3. An improvement which is authorized but not required by the landlord is called a:
   a. mandatory encroachment.
   b. mandatory improvement.
   c. permissive improvement.
   d. permissive fixture.

4. On expiration of a lease, the passage of real estate fixtures from the tenant to landlord is a conveyance called:
   a. forfeiture.
   b. tariff.
   c. sacrifice.
   d. reversion.

5. __________ are improvements unique to the tenant’s business which may be removed by the tenant upon expiration of a lease or rental agreement.
   a. Trade fixtures
   b. Fugacious matter
   c. Airspace
   d. Walls

6. A __________ sets the terms of a fixed-term tenancy.
   a. rental agreement
   b. guest occupancy agreement
   c. lease agreement
   d. listing agreement

7. A rental agreement sets the terms of a:
   a. period tenancy
   b. fixed-term tenancy
   c. tenancy at sufferance
   d. tenancy at will

8. On expiration of a lease, a tenant who remains in possession of a property without an agreement or acceptance of rent by the landlord for the extended occupancy becomes a(n):
   a. holdover tenant.
   b. life tenant.
   c. transient occupant.
   d. fee owner.

9. A tenancy relationship may be changed by:
   a. notice.
   b. expiration of a lease.
   c. Both a. and b.
   d. None of the above.

10. An occupant of a vacation property, motel or hotel for less than 30 days is classified as a:
    a. lien holder.
    b. transient occupant.
    c. residential property owner.
    d. commercial property owner.
Quiz 4 — Chapters 7-9, Pages 67-98

1. An instrument conveying a possessory interest in real estate which allows the tenant to exclusively occupy the premises in exchange for rent is called a:
   a. license.  
   b. lease.  
   c. servient tenement.  
   d. grant.

2. When an individual makes substantial expenditures to improve their use of another person’s property in reliance on the oral consent of the property owner, the license becomes:
   a. irrevocable.  
   b. revocable.  
   c. invalid.  
   d. unenforceable.

3. ______ refer to a landowner’s incidental property right to withdraw water from an adjacent river for beneficial use on their riparian land.
   a. Appropriation rights  
   b. Prescriptive rights  
   c. Riparian rights  
   d. Overlying rights

4. The right to use riparian water is a(n) ________ and incidental right attached to the ownership of real estate.
   a. appurtenant  
   b. unreasonable  
   c. percolatory  
   d. correlative

5. Similar to appropriation rights, prescriptive rights may be lost by abandonment after ________ years.
   a. two  
   b. three  
   c. four  
   d. five

6. An agreed boundary which remains in place for more than ________ years is binding on subsequent owners even if the recorded legal description is different.
   a. two  
   b. three  
   c. four  
   d. five

7. Written or oral agreements on a boundary’s location are called ________ since they are not implied.
   a. implied agreements  
   b. express agreements  
   c. uncertain agreements  
   d. probable agreements

8. The agreed-boundary doctrine can be used to:
   a. convey property.  
   b. establish an agreed-to boundary when the true boundary line is uncertain.  
   c. steal property.  
   d. All of the above.

9. An owner who plans to construct, replace or maintain a boundary fence needs to provide a ________ written notice to the affected adjoining property owners.
   a. 3-day  
   b. 1-year  
   c. 30-day  
   d. 24-hour

10. Shrubbery or trees whose trunks stand partly on the land of two adjacent property owners are called:
    a. line trees.  
    b. common boundary trees.  
    c. appurtenances.  
    d. Both a. and b.
Quiz 5 — Chapters 10-12, Pages 99-124

___ 1. An improvement on real estate which extends onto property belonging to another person without that person’s consent is a(n):
   a. trespass.  c. nuisance.
   b. encroachment.  d. lease.

___ 2. Once an encroachment has been determined, the remedies available to the owner include:
   a. self-help by forcefully removing the encroachment.
   b. an injunction ordering the removal of the encroachment.
   c. calling the police to have the encroachment removed.
   d. None of the above.

___ 3. When the continuance of an encroachment on an owner’s property is permitted, the encroaching neighbor is granted __________ to maintain the improvement on the owner’s property.
   a. a sublease  c. an injunction
   b. an equitable easement  d. rent

___ 4. An owner seeking to terminate an encroachment or recover their money losses is generally subject to a ______ statuette of limitations running from the commencement of the encroachment.
   a. two-year  c. five-year
   b. three-year  d. ten-year

___ 5. A(n) ______ is a wrongful and unauthorized entry onto another’s real estate.
   a. trespass  c. easement
   b. statute of limitations  d. prescription

___ 6. Examples of trespass resulting from indirect entry include:
   a. depositing dirt or debris on another’s property.
   b. diverting a river or surface waters across another’s property.
   c. leaving toxic waste on another’s property.
   d. All of the above.

___ 7. A trespasser who does not leave when requested commits a:
   a. federal offense.  c. misdemeanor.
   b. felony.  d. nonpunishable offense.

___ 8. A nuisance is anything which:
   a. is injurious to health.  c. obstructs the use of property.
   b. is offensive to the senses.  d. All of the above.

___ 9. A ______ is a nuisance which affects an entire segment of the population.
   a. private nuisance  c. public nuisance
   b. continuing nuisance  d. temporary nuisance

___ 10. A nuisance which may be reduced or terminated at any time at a reasonable expense is a(n):
   a. permissive nuisance.  c. permanent nuisance.
   b. equitable nuisance.  d. continuing nuisance.
Quiz 6 — Chapters 13-14, Pages 125-144

1. A(n) ________ is the right of one property owner to use the property of another.
   a. easement  
   b. reversion  
   c. unlawful detainer (UD)  
   d. ejectment

2. The property which benefits from an easement is referred to as the:
   a. servient tenement.  
   b. diminutive tenement.  
   c. dominant tenement.  
   d. All of the above.

3. A(n) ________ belongs to an individual and is their personal right.
   a. easement in gross  
   b. appurtenant easement  
   c. easement running with the land  
   d. encroachment

4. ________ easements restrict an owner's ability to maintain or construct any improvements which interfere with a neighbor's solar energy system.
   a. Light  
   b. Air  
   c. View  
   d. Solar

5. A(n) ________ is a voluntary conveyance of the right to keep land in its natural or historic condition.
   a. solar easement  
   b. conservation easement  
   c. costal easement  
   d. air easement

6. A(n) ________ has been created when an owner conveys a parcel of property but reserves the right to continue using a portion of the conveyed property.
   a. exception  
   b. easement by reservation  
   c. trespass  
   d. omission

7. An easement created by conduct without any prior agreement between the owner and the easement user is called a(n):
   a. inverse condemnation.  
   b. reversive easement.  
   c. encroaching easement.  
   d. implied easement.

8. To establish an implied easement, the use by the prior owner needs to be:
   a. known or obvious to both the prior owner and the buyer.  
   b. regularly used during the prior owner's ownership.  
   c. intended to be permanent.  
   d. All of the above.

9. If a property is landlocked, the owner of the property may be able to acquire a(n):
   a. easement by necessity.  
   b. partial easement.  
   c. easement by grant.  
   d. prescriptive easement.

10. A(n) ________ is established by the adverse use of another's property for a period over five years.
    a. easement by necessity  
    b. implied easement  
    c. easement by grant  
    d. prescriptive easement

Quiz 7 — Chapters 15-17, Pages 145-166

1. Limitations on an easement's use are set by:
    a. its historic use.  
    b. its established purpose.  
    c. Both a. and b.  
    d. None of the above.
2. A(n) ________ is accomplished by the use of a quitclaim or grant deed in favor of the owner of the burdened property, signed by the easement user.
   a. release  c. destruction
   b. merger  d. foreclosure

3. A ________ occurs when the same person acquires fee title to both the benefitting and burdened properties.
   a. release  c. destruction
   b. merger  d. foreclosure

4. An easement is terminated by ___________ if the easement holder places an excessive burden on the property encumbered by the easement.
   a. abandonment  c. forfeiture
   b. merger  d. prescription

5. An easement is terminated by ___________ when the burdened property owner permanently interferes with the neighbor's use of the easement.
   a. forfeiture  c. prescription
   b. merger  d. circumspection

6. ___________ of an easement demonstrates a clear intent to permanently abandon all future use of the easement.
   a. Nonuse  c. Improvement
   b. Frequent use  d. None of the above.

7. Restrictive covenants on how parcels of property may be used are contained in a document called the:
   a. Bill of Rights.
   b. covenants, conditions and restrictions (CC&Rs).
   c. mechanic's lien.
   d. trade fixtures.

8. A recorded restriction limiting the use of a property to a specific purpose is classified as a(n):
   a. affirmative covenant.  c. unenforceable covenant.
   b. negative covenant.  d. covenant-of-will.

9. A restriction which ___________ is unenforceable.
   a. unreasonably restricts the marketability of a property
   b. prohibits ownership by a certain race
   c. is not uniformly observed and enforced against all prior violators
   d. All of the above.

10. When a written maintenance agreement does not exist between the owners of a burdened and benefitting property, maintenance costs are:
    a. paid solely by the burdened property owner.
    b. paid solely by the benefitting property owner.
    c. shared in proportion to each property owner's use of the easement.
    d. paid by the local government.
Quiz 8 — Chapters 18-20, Pages 167-210

___ 1. A valid deed must:
   a. be in writing and identify the grantor and the grantee.
   b. contain a granting clause and describe the real estate involved.
   c. be signed by the grantor and accepted by the grantee.
   d. All of the above.

___ 2. An executed oral agreement for the transfer of real estate ownership will be enforced under the doctrine of:
   a. specific performance.
   b. estoppel.
   c. Both a. and b.
   d. None of the above.

___ 3. At the time of signing the deed, a capable grantor must:
   a. possess their civil rights.
   b. be of sound mind.
   c. be an adult at least 18 years of age.
   d. All of the above.

___ 4. A deed with a misnamed grantee is:
   a. automatically void.
   b. still a valid conveyance of the real estate.
   c. unenforceable.
   d. unlawful.

___ 5. A(n) ________ may acquire title to California real estate.
   a. individual
   b. California limited liability company (LLC)
   c. California corporation
   d. All of the above.

___ 6. A ________ is used to pass an ownership interest in real estate from the grantor to another individual, with implied covenants against prior conveyances and undisclosed encumbrances.
   a. grant deed
   b. notice of nonresponsibility
   c. lease agreement
   d. warranty deed

___ 7. A ________ is intended to convey whatever interest the grantor may hold in real estate, without warranty that any interest exists.
   a. grant deed
   b. quitclaim deed
   c. guaranty agreement
   d. public nuisance

___ 8. Implied covenants are for the personal benefit of the:
   a. seller only.
   b. buyer only.
   c. all future owners of the property.
   d. All of the above.

___ 9. For delivery of a deed to occur, the grantor must ________ and the grantee must ________.
   a. intend to convey title; accept the deed as immediately effective
   b. physically hand the deed to the grantee; record the deed with the county
   c. place the deed in the mail; plan to accept the deed on certain conditions
   d. intend to convey partial title; record the deed with the county
10. A __________ deed is unenforceable at all times and never conveys an interest in real
   estate.
   a. void  
   b. voidable  
   c. grant  
   d. quitclaim

Quiz 9 — Chapters 21–23, Pages 211–242

1. A(n) ______ is a written statement which presents an accurate, factual representation
   of title to the property being acquired, encumbered or leased.
   a. preliminary title report  
   b. property profile  
   c. abstract of title  
   d. None of the above.

2. Title insurance is the means by which a title insurance company ______ a
   person who acquires an interest in real estate against a monetary loss caused by an
   encumbrance on title.
   a. holds harmless  
   b. reimburses  
   c. indemnifies  
   d. All of the above.

3. A title insurance policy will cover monetary losses stemming from:
   a. encumbrances listed as excluded or excepted from coverage.
   b. encumbrances known to exist when the policy was issued.
   c. encumbrances not listed as excluded or excepted from coverage, and unknown
      to the insured individual.
   d. All of the above.

4. ______ of a title insurance policy identifies the insured, the property, the vesting,
   the dollar amount of coverage, the premium paid and the recording.
   a. Schedule A  
   b. Schedule B  
   c. Schedule C  
   d. The insuring clause

5. ______ are provisions added to title insurance policies to cover losses due to
   conditions, covenants and restrictions (CC&Rs) violations, mechanic’s liens, and the
   effects of inflation.
   a. Endorsements  
   b. Equitable subordination clauses  
   c. Right of way easements  
   d. Exceptions

6. A(n) ______ owner’s title insurance policy insures only against recorded
   encumbrances and contains a list of pre-printed policy exceptions.
   a. California Land Title Association (CLTA)  
   b. American Land Title Association (ALTA) owner’s extended coverage policy  
   c. ALTA residential policy  
   d. Standard Title Association (STA)

7. A(n) ______ title insurance policy insures against recorded encumbrances and off-
   record matters.
   a. California Land Title Association (CLTA)  
   b. American Land Title Association (ALTA)  
   c. Standard Title Association (STA)  
   d. All of the above.
8. The criteria for perfecting ownership by an adverse possession includes:
   a. possession for at least two years within the last five years.
   b. payment of mortgage principal and interest for at least three years.
   c. payment of rent.
   d. actual, notorious and open possession.

9. ________ is an adverse possession claim of ownership based on a written instrument and is held by the individual in possession of the property.
   a. Color of title
   b. Claim of right
   c. Easement by possession
   d. Both a. and b.

10. An adverse possessor must have occupied a property for at least ______ before they will be able to acquire title through adverse possession.
    a. one year
    b. two years
    c. five years
    d. six years

Quiz 10 — Chapters 24-26, Pages 243-276

1. A transmutation must be ________ to be effective against persons relying on the record title.
   a. written and recorded
   b. oral
   c. published in a newspaper
   d. All of the above.

2. ________ may be used to authorize one spouse to manage and control community property.
   a. A revocable trust in which one spouse is the named trustee
   b. A power of attorney
   c. A limited partnership
   d. All of the above.

3. A revocable inter vivos (living) trust benefits real estate owners by:
   a. distributing the owner’s estate without resorting to probate proceedings.
   b. allowing the owners to avoid their creditors.
   c. providing more favorable tax results than a will.
   d. All of the above.

4. A(n) ________ is required to establish a viable inter vivos (living) trust.
   a. oral agreement
   b. Declaration of Trust
   c. Declaration of Consent
   d. writing signed by the beneficiary only

5. A ____________ is a business which acts as an executor, administrator, guardian or conservator of estates, or as assignee, receiver, depositary or trustee by the appointment of the court or for any purpose permitted by law.
   a. trust business
   b. business trust
   c. Franchise Tax Board
   d. homeowners’ association (HOA)

6. Adverse tax consequences make ____________ ownership and vesting of rental real estate infrequent.
   a. tenants in common (TIC)
   b. limited liability company (LLC)
   c. corporate
   d. partnership
Quizzes

____ 7. The conveyance of a co-owner’s TIC interest to another person conveys:
   a. full fee ownership of the property.  
   b. equitable ownership of the property.  
   c. all the income and profits flowing from the property.  
   d. All of the above.

____ 8. The ________ of co-owners while managing the investment determines whether a state law partnership relationship exists.
   a. sharing of income and profits  
   b. interaction and coordinated conduct  
   c. tax bracket  
   d. All of the above.

____ 9. The alienation of property refers to its:
   a. sale.  
   b. further encumbrance.  
   c. lease for a period exceeding one year.  
   d. All of the above.

____ 10. When a co-owner of investment real estate is classified by the Internal Revenue Service (IRS) as a partner, the real estate is considered to be owned by:
   a. the co-owner only.  
   b. a tax partnership.  
   c. a non-taxable trust.  
   d. None of the above.

Quiz 11 — Chapters 27-28, Pages 277-300

____ 1. ________ is the right of surviving joint tenants or a spouse to succeed to the entire interest of the deceased co-owner.
   a. Ratification  
   b. Prescription  
   c. The right of survivorship  
   d. Accession right

____ 2. A surviving spouse with an uncontested claim to sole ownership needs to wait ________ before they may clear title in their name and sell, lease or encumber the property.
   a. 30 days  
   b. 3 days  
   c. 60 days  
   d. 40 days

____ 3. The creation of a joint tenancy traditionally requires the conveyance of the four unities of:
   a. title, interest, time and manner.  
   b. possession, method, time and title.  
   c. interest, title, time and possession.  
   d. time, method, manner and title.

____ 4. All property acquired by a couple or by either spouse during marriage is automatically considered ________, unless otherwise specified.
   a. personal property  
   b. community property  
   c. separate property  
   d. an easement

____ 5. Both spouses need to consent to the ________ of community property.
   a. sale  
   b. lease for more than one year  
   c. encumbrance  
   d. All of the above.

____ 6. If a spouse sells, leases or encumbers real estate without the consent of the other spouse, the nonconsenting spouse has ________ from the recording to set aside the transaction.
   a. one year  
   b. five years  
   c. six months  
   d. 24 hours
7. A purchaser's lien may include:
   a. the amount of payments made on the purchase price.
   b. punitive damages for grief and suffering.
   c. Both a. and b.
   d. None of the above.

8. The moment a buyer enters into a purchase agreement with a seller to acquire property, the buyer has ________ the seller's property.
   a. an easement on
   b. a lien against
   c. a riparian right to
   d. an equitable ownership interest in

9. The priority of a purchaser's lien on title is set as of the date the buyer is given possession under the purchase agreement, called the:
   a. relation back theory.
   b. flash back theory.
   c. valuation date.
   d. signing date.

10. A buyer who defaults on a purchase agreement may only obtain a purchaser's lien if:
    a. they have paid at least $1,000 to the seller.
    b. their breach is excused due to wrongful actions by the seller.
    c. their breach is the result of market conditions.
    d. All of the above.

Quiz 12 — Chapters 29-31, Pages 301-334

1. A subcontractor needs to serve a ________ on the appropriate parties to perfect their right to file a mechanic's lien.
   a. ten-day notice of lien rights
   b. 20-day preliminary notice
   c. 30-day preliminary notice
   d. 90-day notice to quit

2. A mechanic's lien becomes void if a foreclosure action is not filed within ________ after the mechanic's lien is recorded.
   a. 15 days
   b. 30 days
   c. 60 days
   d. 90 days

3. An owner may prevent a mechanic's lien from attaching to their fee interest in the property by recording and posting a ________ within ten days after they become aware of tenant-contracted improvements.
   a. notice of nonresponsibility
   b. preliminary notice
   c. pay-when-paid provision
   d. notice of cessation

4. The waiver of a subcontractor's mechanic's lien rights is:
   a. always enforceable.
   b. never enforceable.
   c. only enforceable if it is a waiver and release signed by the contractor in exchange for partial or full payment of the amounts due.
   d. only enforceable if obtained by force.

5. A signed and notarized ________ is used to document a judgment lienholder's release of a lien against a residence.
   a. certificate of discharge
   b. release of recorded instrument
   c. automatic homestead
   d. abstract of judgment
____ 6. Lis pendens means:
   a. pending litigation. c. condemned.
   b. pending cancellation. d. eminent domain.

____ 7. Recording a lis pendens is permitted in lawsuits which:
   a. affect title to personal property.
   b. seek recovery of only money losses.
   c. seek recovery of only attorney fees.
   d. affect title or the right to possession of real estate.

____ 8. A(n) _______ is an involuntary, court-created trust imposed on the ownership of
   property held by an owner who acquired it through a wrongful act.
   a. ordinance c. constructive trust
   b. statutory lien d. inter vivos (living) trust

____ 9. To record a lis pendens, the lis pendens needs to:
   a. identify the parties to the lawsuit.
   b. give an adequate description of the real estate.
   c. Both a. and b.
   d. None of the above.

____ 10. An order _______ a lis pendens removes any restrictions sought to be imposed on title
   to a property.
   a. hypothecating c. exempting
   b. imposing d. expunging

**Quiz 13 — Chapters 32-34, Pages 335-366**

____ 1. Membership in a limited liability company (LLC) is:
   a. real estate. c. livestock.
   b. personal property. d. unlawful in California.

____ 2. A money judgment against a member of a limited liability company (LLC) which
   does not also name the LLC as a judgment debtor can be satisfied by:
   a. foreclosing on the member's ownership interest in the LLC.
   b. foreclosing on any property owned by the LLC.
   c. incarcerating the LLC member judgment debtor.
   d. All of the above.

____ 3. A creditor uses a _______ to place lien on a limited liability company (LLC) member's
   ownership interest in the LLC to satisfy a judgment.
   a. grant deed c. charging order.
   b. vesting d. asset statement

____ 4. A _______ is recorded.
   a. declared homestead c. Both a. and b.
   b. automatic homestead d. None of the above.

____ 5. Liens with priority over the homestead exemptions include:
   a. trust deeds
   b. mechanic's liens
   c. Internal Revenue Service (IRS) tax liens
   d. All of the above.
6. A ________, coupled with a quiet title action, allows a homeowner to remove judgment liens attached to their title.
   a. automatic homestead
   b. declared homestead
   c. Both a. and b.
   d. None of the above.

7. A recorded declaration of homestead lasts:
   a. 10 years.
   b. until the homeowner abandons their home or records a new declaration of homestead on another residence.
   c. until the homeowner dies.
   d. perpetually.

8. To constitute slander of title, the oral or written statement must cause money losses and:
   a. be published.
   b. be untrue and disparaging to the owner’s property interest.
   c. be made without privilege.
   d. All of the above.

9. A statement made about a real estate interest as part of a(n) _________ does not subject the person making the statements to liability for slander of title.
   a. unprivileged publication
   b. privileged publication
   c. published publication
   d. None of the above.

10. An owner can recover _______ if they can show slanderous statements were made about their property with actual malice.
    a. punitive damages
    b. double any award of attorney fees
    c. a tax credit
    d. None of the above.

Quiz 14 — Chapters 35-37, Pages 367-402

1. A _______ is a lawsuit to sever or sell real estate which is co-owned.
   a. dissolution action
   b. divorce action
   c. partition action
   d. subdivision action

2. A(n) _______ is a real estate interest which is subject to a partition suit.
   a. fee estate
   b. leasehold estate
   c. life estate
   d. All of the above.

3. When real estate cannot be divided equally in a partition action, _______ is the money paid to even the distribution.
   a. retribution
   b. owelty
   c. good-faith deposit
   d. None of the above.

4. A notice of sale must be given to all parties named in a partition action at least _______ days before the sale date.
   a. 15
   b. 20
   c. 25
   d. 30

5. A judicial procedure employed to determine claims to nonpossessory rights in disputes over title to real estate is called:
   a. a lis pendens.
   b. a summary judgment.
   c. declaratory relief.
   d. a quiet title action.
____ 6. _______ is an accounting between a buyer and seller which results in a refund to the buyer in exchange for the return of the property to the seller.
   a. Restitution  c. Renewal
   b. Reformation  d. Breach

____ 7. A(n) _______ is an action seeking a judicial declaration of the rights and obligations of parties to a disputed transaction.
   a. declaratory relief action  c. money judgment
   b. quiet title action  d. foreclosure

____ 8. A(n) _______ allows opposing parties in a declaratory relief action to preserve their respective claims so they may later pursue them.
   a. right of survivorship vesting  c. reservation of rights agreement
   b. proof-of-loss statement  d. party wall

____ 9. A(n) _______ occurs when a buyer or seller somehow acts to repudiate the purchase agreement before the time for closing arrives.
   a. abandonment  c. usufructuary right
   b. anticipatory breach  d. tenancy-at-will

____ 10. A declaratory judgment will only be granted if:
   a. an actual controversy exists.
   b. future litigation is likely to result if the dispute is not resolved.
   c. Both a. and b.
   d. None of the above.

Quiz 15 — Chapters 38-40, Pages 403-440

____ 1. An investor who rent skims from _______ parcels they took title to during any two-year period may be held liable for multiple acts of rent skimming.
   a. one or more  c. five or more
   b. three or fewer  d. two or fewer

____ 2. A tenant’s recovery from an investor who engages in rent skimming includes:
   a. the security deposit.  c. attorney fees.
   b. moving expenses.  d. All of the above.

____ 3. An investor is subject to _______ for one charge of multiple rent skimming.
   a. one-year imprisonment  c. Both a. and b.
   b. a fine of $30,000  d. None of the above.

____ 4. A rent-skimming investor avoids both criminal and civil rent skimming when they:
   a. use the money to pay for a new investment property.
   b. use the money to pay medical expenses within 30 days of collecting the rent, and no other funds were available to pay the expenses.
   c. they obtain a waiver of rent skimming liability from the tenant.
   d. All of the above.

____ 5. A(n) _______ is a provision in an agreement permitting the prevailing party in a dispute to receive attorney fees when litigation arises due to the agreement.
   a. choice-of-law clause  c. litigation fund clause
   b. further-improvements provision  d. attorney fees provision
6. The reciprocal fee statute applies to actions regarding:
   a. contracts.  c. breach of agency duties.
   b. deceit  d. misrepresentation.

7. When the court enters its final judgment in a case, the prevailing party is the individual who:
   a. receives the greater money damages award.
   b. receives the requested equitable relief.
   c. successfully defends against the plaintiff's claim and the plaintiff obtains no relief.
   d. Any of the above.

8. The amount of attorney fees the non-prevailing party owes to the prevailing party is offset by:
   a. any excess financial benefit received by the prevailing party from the non-prevailing party.
   b. court costs paid by the prevailing party.
   c. $1,000 for each action.
   d. All of the above.

9. Fee agreements for attorney services must be in writing when it is known the fees will exceed:
   a. $500.  c. $1,500.
   b. $1,000.  d. $2,000.

10. An attorney must provide an itemized billing within _____ days following a broker's request for the billing statement.
    a. five  c. 15
    b. ten  d. 30
Answer References

The following are the answers to the quizzes for *Legal Aspects of Real Estate, Sixth Edition* and the page numbers in the printed material where they are located.

<table>
<thead>
<tr>
<th>Quiz 1</th>
<th>Quiz 2</th>
<th>Quiz 3</th>
<th>Quiz 4</th>
<th>Quiz 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a 2</td>
<td>1. d 21</td>
<td>1. b 41</td>
<td>1. b 69</td>
<td>1. b 100</td>
</tr>
<tr>
<td>2. b 2</td>
<td>2. b 22</td>
<td>2. b 43</td>
<td>2. a 73</td>
<td>2. b 101</td>
</tr>
<tr>
<td>3. c 2</td>
<td>3. d 24</td>
<td>3. c 46</td>
<td>3. c 78</td>
<td>3. b 104</td>
</tr>
<tr>
<td>4. b 3</td>
<td>4. a 27</td>
<td>4. d 48</td>
<td>4. a 79</td>
<td>4. b 104</td>
</tr>
<tr>
<td>5. d 3</td>
<td>5. d 31</td>
<td>5. a 49</td>
<td>5. d 84</td>
<td>5. a 107</td>
</tr>
<tr>
<td>7. b 8</td>
<td>7. d 33</td>
<td>7. a 59</td>
<td>7. b 92</td>
<td>7. c 110</td>
</tr>
<tr>
<td>8. d 12</td>
<td>8. a 34</td>
<td>8. a 62</td>
<td>8. b 94</td>
<td>8. d 115</td>
</tr>
<tr>
<td>9. c 13</td>
<td>9. a 35</td>
<td>9. c 63</td>
<td>9. c 95</td>
<td>9. c 118</td>
</tr>
<tr>
<td>10. b 16</td>
<td>10. b 36</td>
<td>10. b 64</td>
<td>10. d 96</td>
<td>10. d 121</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quiz 6</th>
<th>Quiz 7</th>
<th>Quiz 8</th>
<th>Quiz 9</th>
<th>Quiz 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a 125</td>
<td>1. c 147</td>
<td>1. d 168</td>
<td>1. c 213</td>
<td>1. a 246</td>
</tr>
<tr>
<td>2. c 126</td>
<td>2. a 149</td>
<td>2. c 169</td>
<td>2. d 215</td>
<td>2. d 248</td>
</tr>
<tr>
<td>3. a 126</td>
<td>3. b 149</td>
<td>3. d 172</td>
<td>3. c 218</td>
<td>3. a 253</td>
</tr>
<tr>
<td>4. d 128</td>
<td>4. c 149</td>
<td>4. b 175</td>
<td>4. a 219</td>
<td>4. b 255</td>
</tr>
<tr>
<td>5. b 129</td>
<td>5. c 150</td>
<td>5. d 176</td>
<td>5. a 220</td>
<td>5. a 260</td>
</tr>
<tr>
<td>6. b 134</td>
<td>6. d 150</td>
<td>6. a 182</td>
<td>6. a 221</td>
<td>6. c 265</td>
</tr>
<tr>
<td>7. d 136</td>
<td>7. b 154</td>
<td>7. b 183</td>
<td>7. b 223</td>
<td>7. b 267</td>
</tr>
<tr>
<td>8. d 137</td>
<td>8. a 155</td>
<td>8. b 187</td>
<td>8. d 235</td>
<td>8. b 268</td>
</tr>
<tr>
<td>10. d 141</td>
<td>10. c 162</td>
<td>10. a 207</td>
<td>10. c 240</td>
<td>10. b 271</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quiz 11</th>
<th>Quiz 12</th>
<th>Quiz 13</th>
<th>Quiz 14</th>
<th>Quiz 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. c 277</td>
<td>1. b 302</td>
<td>1. b 336</td>
<td>1. c 368</td>
<td>1. c 403</td>
</tr>
<tr>
<td>2. d 278</td>
<td>2. d 308</td>
<td>2. a 337</td>
<td>2. d 371</td>
<td>2. d 405</td>
</tr>
<tr>
<td>3. c 280</td>
<td>3. a 310</td>
<td>3. c 337</td>
<td>3. b 374</td>
<td>3. a 409</td>
</tr>
<tr>
<td>4. b 284</td>
<td>4. c 311</td>
<td>4. a 344</td>
<td>4. b 374</td>
<td>4. b 410</td>
</tr>
<tr>
<td>5. d 285</td>
<td>5. b 315</td>
<td>5. d 344</td>
<td>5. d 378</td>
<td>5. d 415</td>
</tr>
<tr>
<td>6. a 285</td>
<td>6. a 323</td>
<td>6. b 352</td>
<td>6. a 384</td>
<td>6. a 420</td>
</tr>
<tr>
<td>7. a 294</td>
<td>7. d 325</td>
<td>7. b 353</td>
<td>7. a 396</td>
<td>7. d 421</td>
</tr>
<tr>
<td>8. d 294</td>
<td>8. c 327</td>
<td>8. d 357</td>
<td>8. c 397</td>
<td>8. a 429</td>
</tr>
<tr>
<td>10. b 296</td>
<td>10. d 331</td>
<td>10. a 365</td>
<td>10. c 400</td>
<td>10. b 438</td>
</tr>
</tbody>
</table>