Legal Aspects of Real Estate, Fifth Edition Quizzes

Instructions: Quizzes are open book. All answers are multiple choice.
Answer key for the online and CD-ROM book is located on page 16.
Answer key for the printed book is located on page 17.

Quiz 1 — Chapters 1 - 5

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

2. 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.

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

4. 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.

5. 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.

6. Venue in the state court refers to the ______ by county, whereas ______ refers to the power to decide a case.
   a. jurisdiction; location             c. location; jurisdiction
   b. location; venue                   d. jurisdiction; venue

7. A due-on clause which exists in a lender’s trust deed is also called a(n):
   a. alienation clause.
   b. petition.
   c. subordination clause.
   d. attornment clause.

8. Unreasonable interference with the transfer of a real property interest is a legal rule called:
   a. conditions restraining alienation.
   b. constitutional due process.
   c. certiorari.
   d. None of the above.

9. “F. Supp.” in a case citation indicates a decision of:
   a. a federal appellate court.
   b. the Ninth Circuit of the United States Court
   c. the Federal District Court.
   d. None of the above.

10. In the published opinion of a case, the publisher’s commentary on the case facts and law applied should be considered a(n) ______ source of information.
    a. primary               c. infallible
    b. secondary            d. None of the above.
Quiz 2 — Chapters 6-9

1. Real estate is characterized as:
   a. movable.  
   b. immovable.  
   c. Either a. or b.  
   d. Neither a. nor b.

2. 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.

3. The intent to make an item a fixture can be determined by:
   a. the manner and duration of attachment.  
   b. the purpose of the item and its age.  
   c. the manner of attachment, use and purpose of the item.  
   d. the use of the item and its physical characteristics.

4. A tenant holds a(n) ________ in real estate for a fixed period of time.
   a. fee interest  
   b. fee simple interest  
   c. leasehold interest  
   d. life estate interest

5. 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. None of the above.

6. A(n) ________ grants its holder a nonexclusive personal privilege to use property.
   a. easement  
   b. license  
   c. covenant  
   d. lease

7. 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.

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:
   a. holdover tenant.  
   b. tenant-at-sufferance.  
   c. Both a. and b.  
   d. Neither a. nor b.

9. The flexibility of a ________ allows a landlord and tenant to terminate a month-to-month tenancy by giving the appropriate notice to vacate to the other party.
   a. periodic tenancy  
   b. fixed-term tenancy  
   c. tenancy at sufferance  
   d. tenancy at will

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 3 — Chapters 10-13

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 his 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 his riparian land.
   a. Appropriative rights  
   b. Prescriptive rights  
   c. Riparian rights  
   d. Overlying rights

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

5. California established the ______ to act as a referee for all disputes over water rights.
   a. Department of Real Estate (DRE)  
   b. Department of Motor Vehicles (DMV)  
   c. Federal Water Conservation Authority (FWCA)  
   d. State Water Resources Control Board

6. Similar to appropriative rights, prescriptive rights may be lost by abandonment after ______ years.
   a. two  
   b. three  
   c. four  
   d. None of the above.

7. While conveying ownership of public trust property, the state of California __________ the public’s right to the use of the navigable waters __________ the land conveyed.
   a. cannot completely convey away; flowing over  
   b. can completely convey away; flowing over  
   c. cannot completely convey away; flowing near  
   d. can completely convey away; flowing near

8. 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

9. 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

10. The agreed-boundary doctrine cannot be used to:
    a. make a lot line adjustment.  
    b. convey property.  
    c. Both a. and b.  
    d. Neither a. nor b.
Quiz 4 — Chapters 14-17

1. Party walls may be in the form of _____ which are co-owned by adjacent property owners.
   a. fences               c. walls
   b. buildings           d. All of the above.

2. Shrubbery or trees whose trunks stand partly on the land of two adjacent property owners are called:
   a. line trees.         c. appurtenances.
   b. common boundary trees. d. Both a. and b.

3. An improvement on real estate which extends onto property belonging to another person without his consent qualifies as a(n):
   a. trespass.           c. nuisance.
   b. encroachment.       d. All of the above.

4. Once an encroachment has been determined, the remedies available to the owner include:
   a. money damages for the diminished value of the property subject to the encroachment.
   b. an injunction ordering the removal of the encroachment.
   c. reporting the criminal trespass for its removal.
   d. Both a. and b.

5. When the continuance of an encroachment on an owner’s property is permitted, the encroaching neighbor is granted a(n) _____ to maintain the improvement on the owner’s property.
   a. sublease               c. injunction
   b. equitable easement     d. All of the above.

6. An owner seeking to terminate an encroachment or recover his money losses is generally subject to a ______ statute of limitations running from the commencement of the encroachment.
   a. two-year               c. five-year
   b. three-year             d. None of the above.

7. A(n) _____ is any condition which prevents an owner’s free use or enjoyment of his property or is injurious to his health.
   a. nuisance               c. trespass
   b. common boundary dispute d. abated continuous encroachment

8. A city’s right of way includes:
   a. curbs, gutters and an easement on private property.
   b. street light poles, personal property and sidewalks.
   c. streets and highways, gutters and street side plots of soil or grassy areas with trees.
   d. all unfenced property, streets and driveways.

9. If a city charter and the statutory tree policy are in conflict, ______ will control.
   a. the city charter
   b. the statutory tree policy
   c. it is up to the governor to determine whether the charter or statutory tree policy
   d. the discretion of the federal government

10. If the city is to remove a dangerous tree growing on private property, the city must provide the property owner with ______ before removing the tree.
    a. oral notice ten days       c. oral notice 30 days
    b. written notice ten days    d. written notice 30 days
Quiz 5 — Chapters 18-19

1. A(n) ______ is an interference with another’s possession of real estate.
   a. abated nuisance
c. easement
   b. trespass
d. All of the above.

2. _______ includes entering the property possessed by another in case of emergency to abate a nuisance or to serve legal papers.
   a. Privileged entries
c. Transient possession
   b. Forcible detainer
d. Right of way

3. 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.

4. If a trespasser does not leave when requested, he commits a:
   a. federal offense.
c. misdemeanor.
   b. felony.
d. nonpunishable offense.

5. _____ is similar to an unlawful detainer (UD) action but has ______ proof of trespass requirements.
   a. Ejectment; more stringent
c. A misdemeanor action; no
   b. Ejectment; less stringent
d. Revocation; no

6. 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.

7. The illegal sale of a controlled substance is considered a(n):
   a. nuisance per se.
c. unlawful detainer.
   b. trespass.
d. Both a. and b.

8. An activity done or maintained under the express authority of a statute, called _______, cannot be considered a nuisance.
   a. statutory authority
c. privileged communication
   b. equitable immunity
d. None 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. An owner may recover _______ for another’s malicious or willful creation of a nuisance.
    a. punitive damages
c. compensation in the form of land
    b. tax relief
d. None of the above.
Quiz 6 — Chapters 20-23

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

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

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

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

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

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

7. 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

8. An easement can be terminated through _______ if the easement holder clearly indicates his intent to permanently _______ the easement.
   a. merger; forfeit          c. destruction; destroy
   b. abandonment; abandon     d. None of the above.

9. A(n) ________ is a recorded restriction which requires a property to be used for a specific purpose.
   a. negative covenant
   b. Declaration of Covenants, Conditions and Restrictions (CC&Rs)
   c. covenant which does not run with the land
   d. affirmative covenant

10. Covenants, Conditions and Restrictions (CC&Rs) which prohibit the sale of a lot to persons of a certain race or religion are ____ as they __________.
     a. enforceable; do not violate local laws
     b. enforceable; do not violate federal civil rights laws
     c. unenforceable; violate federal civil rights laws
     d. usually unenforceable; frequently violate local laws
Quiz 7 — Chapters 24-27

1. If co-owners of an easement cannot agree on the allocation of costs for repair and maintenance of a private road, a(n) _______ will be appointed by the courts.
   a. arbitrator
   b. superior court judge
   c. supreme court judge
   d. sheriff

2. 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.

3. 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. Neither a. nor b.

4. To establish title by adverse possession, an occupant must show:
   a. his occupancy is inconsistent and hostile with the owner’s title.
   b. his possession is based on a claim of right or color of title.
   c. he has paid all taxes previously unpaid and assessed against the property during his occupancy.
   d. All of the above.

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

6. A deed with a misnamed grantee is:
   a. automatically void.
   b. still a valid conveyance of the real estate.
   c. unenforceable.
   d. None of the above.

7. 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

8. A deed cannot be delivered to the grantee with instructions placing conditions on its use, called a(n):
   a. absolute conveyance.
   b. partial delivery.
   c. conditional delivery.
   d. testamentary delivery.

9. While not containing the word “grant,” most quitclaim deeds out of custom use the word(s):
   a. “release”
   b. “remise”
   c. “quitclaim”
   d. All of the above.

10. The covenant against other conveyances by a seller does not also imply the grantor has title to the property, called:
    a. the covenant of seisin.
    b. restoration.
    c. subrogation.
    d. reformation.
Quiz 8 — Chapters 28-30

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   c. abstract of title
   b. property profile   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   c. indemnifies
   b. reimburses   d. All of the above.

3. Most losses due to the reduction in the value of real estate below the title insurance policy limits arise out of an encumbrance on title, including:
   a. restrictions on use.   c. pendency of condemnation.
   b. easements.   d. All of the above.

4. ________ title insurance policies insure both the record title and observable on-site activities which affect title.
   a. California Land Title Association (CLTA)   c. Both a. and b.
   b. American Land Title Association (ALTA)   d. None of the above.

5. ________ title insurance policies cover use ordinances, zoning laws and post-closing events caused by the insured.
   a. California Land Title Association (CLTA)   c. Both a. and b.
   b. American Land Title Association (ALTA)   d. None of the above.

6. ________ 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   c. Right of way easements
   b. Equitable subordination clauses   d. Exceptions

7. After incurring a loss or damage, the insured must provide the title company with a proof-of-loss statement within ______ days.
   a. 15   c. 90
   b. 30   d. 120

8. Some criteria for perfecting ownership by an adverse possession claim are ______ and ________. 
   a. nonhostile, occasional use of the property; sporadic possession for three years
   b. continuous and uninterrupted possession for five years; payment of current and delinquent property taxes and assessments
   c. subtle and unobservable possession; payment of current property taxes and assessments only
   d. continuous possession for at least four years; nonhostile, occasional use of the property

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   c. Easement by possession
   b. Claim of right   d. Both a. and b.

10. An adverse possessor must have occupied a property for at least ______ before he will be able to acquire title through adverse possession.
    a. one year   c. five years
    b. two years   d. six years
Quiz 9 — Chapters 31-34

1. A transmutation must be ________ to be effective against persons relying on the record title.
   a. written  
   b. recorded  
   c. Both a. and b.  
   d. Neither a. nor b.

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

4. Individuals under the age of 18 _______ and _______ relating to the disposition of real estate.
   a. can receive title to real estate; cannot execute a valid contract
   b. cannot receive title to real estate; can execute a valid contract
   c. can receive title to real estate; can execute a valid contract
   d. cannot receive title to real estate; cannot execute a valid contract

5. A ___________ exists when a person 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. Either a. or b.  
   d. Neither a. nor b.

6. The only transferable interest a tenant-in-common owns is:
   a. his fractional interest in the property.
   b. the fractional interest in the property held by the other co-owner(s).
   c. his fractional interest in the partnership.
   d. the fractional interest in the partnership held by the other co-owner(s).

7. The alienation of property co-owned by members of a limited liability company (LLC) or partnership refers to its:
   a. sale.  
   b. further encumbrance.  
   c. lease for a period exceeding one year.  
   d. All of the above.

8. 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.

9. The creation of a joint tenancy traditionally requires the conveyance of 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.

10. If a spouse sells or encumbers community real estate without the consent of the other spouse, the nonconsenting spouse may ______ the transaction or have it ________.
    a. set aside; recorded  
    b. record; ratified  
    c. ratify; expunged  
    d. ratify; set aside
Quiz 10 — Chapters 35-37

1. The fee for filing a limited liability company’s (LLC) articles of organization is:
   a. $50. c. $70.
   b. $60. d. $80.

2. An LLC requires at least _____ member(s).
   a. one c. five
   b. two d. ten

3. Every LLC must pay an annual minimum franchise tax of:
   a. $500. c. $700.
   b. $600. d. $800.

4. After the initial LLC-1 filing, the statement of information form must be filed with the Secretary of state every:
   a. five years. c. six months.
   b. two years. d. one month.

5. After the approval of the other members of an LLC, the buyer by an assignment of a departing LLC member’s interest is a:
   a. nonvoting member. c. partial member.
   b. manager. d. substitute member.

6. If an LLC manager is substituted or removed, the LLC must notify the ____ and file a(n) _______.
   a. county recorder; LLC-1 c. county assessor; LLC-3
   b. governor; LLC-2 d. Secretary of State; LLC-2

7. Reassessment by the county assessor will be triggered on the transfer of ___ of the ownership interests held by the members of an LLC.
   a. less than 50% b. greater than 50%
   c. any percentage called for in the operating agreement d. None of the above.

8. Failure to register or qualify the sale of non-exempt corporate securities exposes the syndicator who creates the securities risk to:
   a. criminal liability. c. Both a. and b.
   b. civil liability. d. Neither a. nor b.

9. Under California securities law, a securities risk is created whenever an investor places his funds at risk of loss and:
   a. assumes a passive role by giving control over investment decisions to the syndicator or others.
   b. assumes an aggressive role and makes decisions independently.
   c. actively protects his fund from loss.
   d. None of the above.

10. Investment programs offered by ______ are exempt from securities law.
    a. Nonpublic offerings c. Savings and loans (S & Ls)
    b. Banks d. All of the above.
Quiz 11 — Chapters 38–40

1. The moment a buyer enters into a purchase agreement with a seller to acquire property, he has ________ the seller’s property.
   a. a nonequitable interest in  
   b. an unassignable partial interest in  
   c. no interest in  
   d. an equitable ownership interest in

2. 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.

3. On obtaining a money judgment for a deficiency in property value, a(n) ___________ is recorded.
   a. notice of foreclosure  
   b. abstract of judgment  
   c. notice to vacate  
   d. abstract of title

4. A(n) ___________ is available to a seller as a remedy to recover losses should an escrow officer’s miscalculation result in the receipt of insufficient closing funds due from the buyer.
   a. judgment lien  
   b. abstract of judgment  
   c. vendor’s lien  
   d. lis pendens

5. A vendor’s lien _______ be assigned to anyone since it is a(n) ________ in the property sold.
   a. can; equitable interest  
   b. can; nonequitable interest  
   c. cannot; equitable interest  
   d. cannot; nonequitable interest

6. A seller can waive his vendor’s lien rights by:
   a. his conduct.  
   b. taking security to assure payment of the balance due on the purchase price.  
   c. Both a. and b.  
   d. Neither a. nor b.

7. A mechanic’s lien is unenforceable if the subcontractor fails to serve the ______ preliminary notice to the appropriate parties.
   a. 10-day  
   b. 20-day  
   c. 30-day  
   d. 90-day

8. The mechanic’s lien remedy is only available to contractors and subcontractors whose right to be paid had been:
   a. recorded.  
   b. assigned to a third party.  
   c. perfected.  
   d. None of the above.

9. On failure to file a foreclosure action within the ______ period, a mechanic’s lien becomes void.
   a. 15-day  
   b. 30-day  
   c. 60-day  
   d. None of the above

10. Except in limited situations, the waiver of a subcontractor’s mechanic’s lien rights is ______ since it is ___________.
    a. enforceable; authorized by statutes  
    b. enforceable; permitted by public policy  
    c. unenforceable; against public policy  
    d. unenforceable; never authorized by statutes.
Quiz 12 — Chapters 41-44

1. A signed and notarized ____________ must be obtained from the lienholder and recorded when a judgement lienholder agrees to release a residence.
   a. release of recorded instrument   c. release of liability
   b. hold harmless agreement   d. None of the above.

2. Unless a money judgment is either satisfied or released, a judgment lien continues in effect for _______ from the date it was recorded.
   a. two years   c. seven years
   b. five years   d. ten years

3. Lis pendens means:
   a. pending litigation.   c. Both a. and b.

4. Recording a lis pendens is permitted in:
   a. actions by adverse possessors to determine claims to title.
   b. actions to re-establish lost land records.
   c. actions on an improvement bond.
   d. All of the above.

5. A lis pendens may be recorded in an action to impose a(n) ____________ on real estate if funds fraudulently acquired from the claimant can be directly traced to the acquisition of the real estate.
   a. constructive trust   c. Both a. and b.
   b. implied trust   d. Neither a. nor b.

6. A publication made under an absolute privilege bars an individual from initiating a(n) _________ action.
   a. foreclosure   c. Both a. and b.
   b. slander of title   d. Neither a. nor b.

7. 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

8. The _________ in a partnership agreement is the ____________ method used for eliminating a partner and his creditor.
   a. arbitration provision; most common   c. buy-out provision; most common
   b. arbitration provision; least common   d. buy-out provision; least common

9. A declared homestead does not interfere with and remains junior to:
   a. voluntary liens such as trust deeds.
   b. involuntary liens given priority to the homestead exemption under public policy legislation.
   c. Both a. and b.
   d. Neither a. nor b.

10. A winning bid at an execution sale must exceed _______ of the fair market value (FMV) of the homesteaded dwelling.
    a. 60%   c. 80%
    b. 70%   d. 90%
Quiz 13 — Chapters 45-47

1. 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.

2. 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.

3. An owner can recover ______ if he can show slanderous statements were made about his property with actual malice.
   a. punitive damages
   b. double any award of attorney fees
   c. a tax credit
   d. a refund of any Homeowners’ Association (HOA) fees paid

4. 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

5. A(n) __________ is a real estate interest which is subject to a partition suit.
   a. easement
   b. profits a prendre
   c. life estate
   d. All of the above.

6. 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.

7. 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

8. 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.

9. A trust deed expires and is automatically extinguished from the record:
   a. 10 years after the entire debt becomes due.
   b. 60 years after the trust deed is recorded if the due date is not in the written records.
   c. Both a. and b.
   d. Neither a. nor b.

10. An occupant can quiet title to a property in his name and become the owner of record if he can establish a claim of title to the property by:
    a. equitable ownership.
    b. adverse possession.
    c. strict foreclosure and lender forfeiture.
    d. All of the above.
Quiz 14 — Chapters 48-50

1. The __________ indemnifies the buyer when the seller breaches a purchase agreement for future losses over the entire life of the loan.
   a. ownership-term formula
   b. lease-term formula
   c. future-money formula
   d. loan-term formula

2. The cancellation of a purchase agreement or rescission of a closed transaction is an activity which gives rise to a(n):
   a. declaratory relief action.
   b. quiet title action.
   c. Both a. and b.
   d. Neither a. nor b.

3. When a claim for declaratory relief arises due to a performance which is already in process, the contested activity is generally postponed, called ________, until the declaratory relief action is resolved.
   a. halted
   b. stayed
   c. delayed
   d. hindered

4. An owner __________ to breach his obligations before he can seek a judicial determination of his rights in a ________ action.
   a. is required; declaratory relief
   b. is required; quiet title
   c. is not required; declaratory relief
   d. is not required; quiet title

5. A(n) ______ occurs when a buyer or seller somehow acts to repudiate the purchase agreement before the time for closing arrives.
   a. breach
   b. anticipatory breach
   c. Both a. and b.
   d. None of the above.

6. 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. Neither a. nor b.

7. A buyer who rent skims from __________ parcels exposes himself to multiple acts of rent skimming penalties.
   a. two-or-more
   b. three-or-more
   c. four-or-more
   d. five-or-more

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

9. A buyer is subject to an additional _____ imprisonment, _______ fine, or both for each additional act of rent skimming in excess of the five initial properties.
   a. one-year; $5,000
   b. one-year; $10,000
   c. two-year; $5,000
   d. two-year; $10,000

10. The federal rent skimming statute does not apply to the investor of __________ subject to a Federal Housing Administration (FHA) or Veterans Administration (VA) loan.
    a. one property
    b. two properties
    c. three properties
    d. four properties
Quiz 15 — Chapters 51-53

1. Indemnity is an obligation, also called a(n) ________, which is imposed on one individual and owed to another individual to pay a loss incurred by a third party.
   a. free and clear arrangement
   b. unaccountability agreement
   c. immunity agreement
   d. hold harmless arrangement

2. To determine whether a settlement is made in good faith, the settlement amount must be within the reasonable range of the settling party’s __________ based on the facts known at the time of the settlement.
   a. disproportional liability
   b. proportional liability
   c. proportional interest
   d. None of the above.

3. A(n) ________ controls the annual yield received by a non-exempt lender over the life of the loan, such as interest, discounts and bonuses.
   a. usury ceiling
   b. fee cap
   c. usury floor
   d. indemnity ceiling

4. An agreement containing an attorney fees provision limited to recovery by enforcement, also called a reciprocal fee statute, entitles the prevailing party to reimbursement of attorney fees unless the action involves:
   a. misrepresentation.
   b. deceit.
   c. breach of agency duties.
   d. All of the above.

5. 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. All of the above.

6. Mobilehome park rent increases and the termination of mobilehome rental or lease agreements are controlled by the:
   a. California governor’s office.
   b. Department of Real Estate (DRE).
   c. Mobilehome Residency Law.
   d. language of the rental or lease agreement entered into.

7. Attorney fees can be recovered in an action involving similarly situated persons, called a(n):
   a. class action.
   b. joint action.
   c. common action.
   d. group action.

8. A private citizen in a citizen’s group who is awarded attorney fees in a public policy case is called a(n):
   a. amanuensis.
   b. attorney general.
   c. private attorney general.
   d. attorney general elect.

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

10. An attorney must provide an itemized billing within ______ days following a broker’s request for the billing statement.
    a. five
    b. ten
    c. 15
    d. 30
**Answer References**
for Online and CD-ROM versions

The following are the answers to the quizzes for *Legal Aspects of Real Estate, Fifth Edition* and the page numbers in the Online and CD-ROM material where they are located.

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