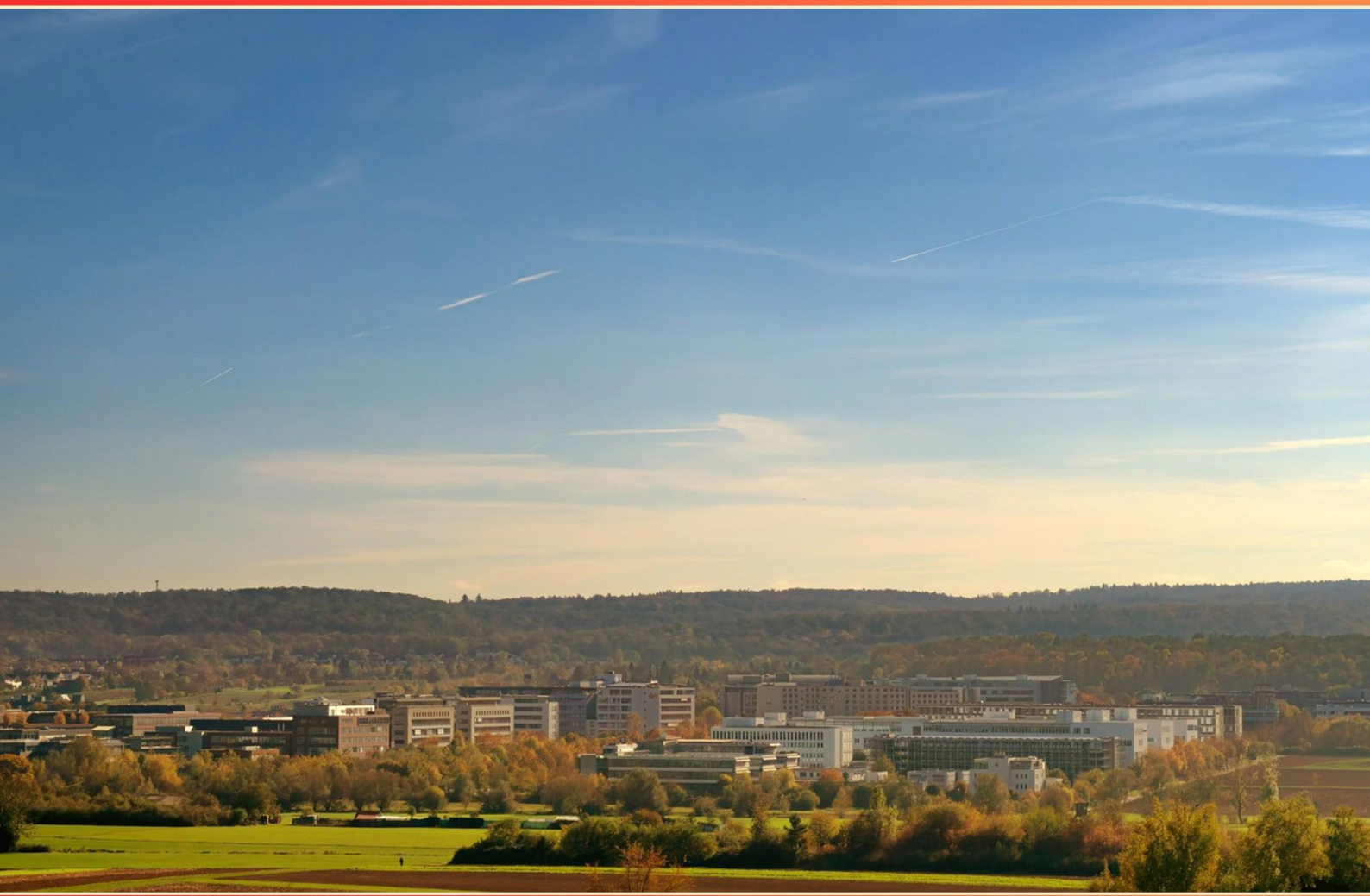
# UNIVERSITY OF CENTRAL FLORIDA (UCF) REE3433 REAL ESTATE LAW PRACTICE EXAM 2 (SAMPLE)

## STUDY GUIDE



## SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

**VISIT US ONLINE FOR THE FULL VERSION STUDY GUIDE**

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# Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

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# How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

### 1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

### 2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

### 3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

### 4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

### 5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

### 6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

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# Questions

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**1. What is "steering" as it relates to housing discrimination?**

A. Directing buyers to specific lenders

B. Promoting real estate investment seminars

C. Showing properties based on a client's race or ethnicity

D. Encouraging property renovations

**2. What constitutes grounds for avoiding a contract?**

A. Capable of performing the contract

B. Presence of mutual mistake or misrepresentation

C. Parties fully understanding every term

D. Agreements made verbally

**3. What is generally included in real estate contracts regarding Fixtures?**

A. All fixtures are automatically included in the sale

B. Fixtures must be specified if included in the purchase

C. Only permanently installed fixtures can be included

D. Fixtures are not mentioned in contracts

**4. Which of the following best characterizes a non-disturbance clause?**

A. A clause allowing for frequent rent increases

B. A provision ensuring tenant stability during property transitions

C. A requirement for tenants to waive all rights

D. A method to restrict tenant usage of the property

**5. What distinguishes "duress" from "undue influence" in contracts?**

A. Duress involves coercion, undue influence does not

B. Duress applies only to written contracts

C. Undue influence involves physical threats, duress involves persuasion

D. Duress requires a legal guardian, undue influence does not

**6. What is the role of property management in real estate?**

A. To sell properties for owners

B. To handle marketing strategies for real estate

C. To oversee and manage rental properties on behalf of owners

D. To assess property taxes for landlords

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**7. Which of the following is true regarding Leasehold Estates?**

A. They are the most prestigious type of estate.
B. They are defined as non-freehold estates.
C. They originated from land grants to serfs.
D. They provide complete ownership of the property.

**8. What does the implied warranty of habitability require from a landlord?**

A. To provide extensive renovations upon request
B. To maintain rental properties in a livable condition
C. To ensure properties are always occupied
D. To conduct regular property inspections

**9. Who can exercise the power of eminent domain?**

A. Only private property owners
B. The government
C. Private corporations
D. Non-profits

**10. What is the standard commission rate in Orlando, according to custom?**

A. 5%
B. 6%
C. 7%
D. 8%

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# Answers

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1. C
2. B
3. B
4. B
5. A
6. C
7. B
8. B
9. B
10. B

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# Explanations

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## 1. What is "steering" as it relates to housing discrimination?

A. Directing buyers to specific lenders

B. Promoting real estate investment seminars

C. Showing properties based on a client's race or ethnicity

D. Encouraging property renovations

*Steering refers to the practice of directing homebuyers toward or away from certain neighborhoods based on their race or ethnicity, rather than their preferences or financial ability. This discriminatory practice can limit a buyer's opportunities and choices in the housing market, effectively segregating communities and maintaining inequalities in access to housing. In this context, if a real estate agent shows properties only in neighborhoods that align with a client's racial background while ignoring others, it reinforces systemic biases and undermines fair housing laws designed to promote equality. Recognizing steering as a violation of the Fair Housing Act highlights the importance of equal treatment in the real estate market, ensuring that all individuals, regardless of race or ethnicity, have access to housing options throughout various neighborhoods. The other options focus on activities not directly related to discriminatory practices in housing. Directing buyers to specific lenders (as in the first option) or promoting investment seminars (as in the second option) may involve ethical considerations but do not constitute steering. Encouraging property renovations (as in the fourth option) does not relate to the discriminatory practice of steering and instead pertains to property improvement strategies. Therefore, showing properties based on a client's race or ethnicity is the clear definition of steering in the context of housing discrimination.*

## 2. What constitutes grounds for avoiding a contract?

A. Capable of performing the contract

B. Presence of mutual mistake or misrepresentation

C. Parties fully understanding every term

D. Agreements made verbally

*The presence of mutual mistake or misrepresentation serves as grounds for avoiding a contract because it undermines the foundational elements required for a valid agreement. A contract is based on the mutual consent of the parties, which relies heavily on the accurate understanding of the terms and conditions by all involved. When a mutual mistake occurs, both parties hold a false belief about a fundamental fact related to the contract, which means they did not genuinely agree to the same terms. Similarly, misrepresentation involves one party providing false information that the other party relies on when entering the contract. This can lead to one party suffering damages or having the contract result in an outcome that they would not have accepted had they known the truth. In both instances, the essence of informed and voluntary agreement—vital to the validity of a contract—is compromised, thus providing valid grounds for one or both parties to seek to void or rescind the contract. Other options, while relevant to certain aspects of contract law, do not directly indicate grounds for avoiding a contract. For example, being capable of performing a contract does not infer a reason to void it; rather, it affirms the contract's enforceability. Similarly, parties fully understanding every term is a characteristic of a valid contract, not a basis*

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## 3. What is generally included in real estate contracts regarding Fixtures?

A. All fixtures are automatically included in the sale

B. Fixtures must be specified if included in the purchase

C. Only permanently installed fixtures can be included

D. Fixtures are not mentioned in contracts

*In real estate transactions, fixtures refer to items that are permanently attached to or integrated into the property. The correct understanding of fixture inclusion in contracts is that they must be specified if they are to be included in the purchase. This is essential because not all fixtures are automatically assumed to be part of the sale. By specifying fixtures in the contract, both the seller and buyer clarify which items are included in the transfer of ownership, helping to avoid disputes later on. In practice, some buyers may assume certain items, like appliances or lighting fixtures, will remain with the property, while sellers may have different intentions. By thoroughly detailing which fixtures are part of the agreement, everyone involved has a clear understanding of what is included in the transaction, thereby ensuring a smoother process and reducing the likelihood of misunderstandings. Other perspectives suggest that all fixtures fall under an implied agreement or that only permanently installed fixtures could qualify, but these views don't fully address the need for clear communication and documentation in legal terms during the sale process.*

## 4. Which of the following best characterizes a non-disturbance clause?

A. A clause allowing for frequent rent increases

B. A provision ensuring tenant stability during property transitions

C. A requirement for tenants to waive all rights

D. A method to restrict tenant usage of the property

*A non-disturbance clause is primarily designed to provide stability and security for tenants during various property transitions, such as when the property is sold or if the landlord defaults on their mortgage. This clause ensures that the tenant's lease rights remain intact, preventing them from being evicted or disturbed in their tenancy even in the event of foreclosure or changes in ownership. It is particularly important for tenants to protect their interests, ensuring that their right to occupy the premises is upheld irrespective of any changes affecting the landlord. The essence of a non-disturbance clause is its function to promote tenant stability, which is why the characterization provided in the answer is the most accurate. This provision fosters a sense of security for tenants, making them more willing to enter into long-term lease agreements, ultimately benefiting both parties involved.*

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## 5. What distinguishes "duress" from "undue influence" in contracts?

A. Duress involves coercion, undue influence does not

B. Duress applies only to written contracts

C. Undue influence involves physical threats, duress involves persuasion

D. Duress requires a legal guardian, undue influence does not

*The distinction between "duress" and "undue influence" primarily revolves around the nature of the pressure applied to obtain consent in a contractual agreement. Duress involves coercion, which means that one party is forced into the contract through threats, intimidation, or actual physical harm. This coercive pressure strips away the voluntary aspect of agreement, making the contract voidable by the party who was coerced. On the other hand, undue influence occurs when one party takes advantage of their position of power over another party, leading to an imbalance in the negotiation process. This often involves manipulation or exploitation of a relationship, rather than outright coercion or threats. Thus, the correct choice highlights that duress revolves around clear acts of coercion against a party's will, while undue influence affects the free will through relational dynamics and psychological pressure, without necessarily involving threats. Regarding the other choices, they misrepresent the essential characteristics of duress and undue influence. For instance, duress does not apply exclusively to written contracts; it can be relevant in both written and oral arrangements. Similarly, undue influence does not rely on physical threats but rather on the exploitation of a relationship's trust. Lastly, a legal guardian's involvement is not a determinative factor for distinguishing between*

## 6. What is the role of property management in real estate?

A. To sell properties for owners

B. To handle marketing strategies for real estate

C. To oversee and manage rental properties on behalf of owners

D. To assess property taxes for landlords

*The role of property management in real estate primarily involves overseeing and managing rental properties on behalf of owners. This encompasses a wide range of responsibilities designed to maintain the property's condition, ensure tenant satisfaction, and maximize the financial return for the property owner. Property managers are tasked with collecting rent, handling maintenance and repairs, addressing tenant issues, and ensuring compliance with local housing regulations. They act as a liaison between property owners and tenants, managing communication and service requests efficiently. This dedicated oversight allows property owners to focus on their other obligations while ensuring their investment is well-maintained and productive. In contrast, the other options represent functions that are not central to property management. Selling properties for owners typically falls under the purview of real estate agents or brokers rather than property management firms. Marketing strategies, while important in attracting tenants, are only one aspect of the broader property management role and not its sole responsibility. Assessing property taxes is generally handled by tax assessors or the owners themselves, rather than property managers, whose focus is more on day-to-day operations and tenant relations rather than tax assessments.*

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## 7. Which of the following is true regarding Leasehold Estates?

A. They are the most prestigious type of estate.

B. They are defined as non-freehold estates.

C. They originated from land grants to serfs.

D. They provide complete ownership of the property.

*Leasehold estates are indeed classified as non-freehold estates. This classification distinguishes them from freehold estates, which represent complete ownership of real property for an indefinite duration. Leasehold estates, on the other hand, involve the leasing of property and represent a tenant's right to occupy and use a property, but this right is limited in duration, typically governed by the lease agreement. In a leasehold estate, the landlord retains ownership of the property, while the tenant has the right to use it for a specified period under agreed-upon conditions. This structure highlights the key characteristic of leasehold estates as temporary and contingent upon the terms established in the lease. The other options are not accurate in describing leasehold estates. They do not represent the most prestigious type of estate; rather, they are often viewed as less secure than freehold estates due to their temporary nature. While leasehold estates have historical roots, the characterization as having originated from land grants to serfs does not accurately reflect the legal framework applicable today. Additionally, leasehold estates do not provide complete ownership of property, as the landlord retains that ownership while the tenant only has rights to use the property within the terms of the lease.*

## 8. What does the implied warranty of habitability require from a landlord?

A. To provide extensive renovations upon request

B. To maintain rental properties in a livable condition

C. To ensure properties are always occupied

D. To conduct regular property inspections

*The implied warranty of habitability is a legal doctrine that requires landlords to maintain rental properties in a condition suitable for human habitation. This means that the property must be safe, clean, and fit for living, which includes ensuring that essential services like heating, water, and electricity are functioning properly. The concept is rooted in protecting tenants from living in substandard or hazardous conditions. By focusing on maintaining the property in a livable condition, landlords fulfill their legal obligations, ensuring the safety and well-being of their tenants. This includes making necessary repairs in a timely manner when issues arise that could make the property uninhabitable, such as plumbing leaks, structural defects, or lack of heat. In contrast, the other options do not accurately reflect the nature of this legal requirement. Extensive renovations are not mandated unless they directly relate to maintaining habitability, ensuring properties are always occupied does not relate to the condition of the property, and regular inspections, while beneficial, are not a requirement tied to the implied warranty itself. Instead, the focus is on the present condition and livability of the space being rented.*

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## 9. Who can exercise the power of eminent domain?

A. Only private property owners

B. The government

C. Private corporations

D. Non-profits

*The power of eminent domain is primarily exercised by the government and its agencies. This legal authority allows the government to take private property for public use, provided that the property owner is compensated fairly. The rationale behind this power is that it enables the government to acquire land necessary for public projects, such as highways, schools, or parks, which serve the greater good of the community. While private corporations and non-profits may sometimes act in partnership with government entities or can be granted the ability to exercise eminent domain under specific circumstances, the initial and primary authority lies with the government. This ensures that decisions regarding the taking of property are made with public interest in mind, adhering to legal protocols and protections designed to safeguard property owners. Therefore, the government is correctly identified as the entity that can exercise the power of eminent domain.*

## 10. What is the standard commission rate in Orlando, according to custom?

A. 5%

B. 6%

C. 7%

D. 8%

*In the context of real estate transactions in Orlando, the standard commission rate that is commonly recognized is around 6%. This figure is based on industry norms and practices, reflecting what buyers and sellers typically expect when engaging the services of real estate professionals. Commission rates can vary depending on specific circumstances, such as the nature of the property or the level of service provided by the real estate agent, but 6% remains widely accepted as the benchmark in most situations. While there may be instances where different rates are negotiated, understanding that 6% is the customary rate helps those involved in real estate transactions to set realistic expectations for fees associated with buying or selling property. This knowledge is essential not only for real estate professionals but also for clients, as it influences their financial planning and decision-making when engaging in real estate transactions.*

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# Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

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We wish you the very best on your exam journey. You've got this!

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