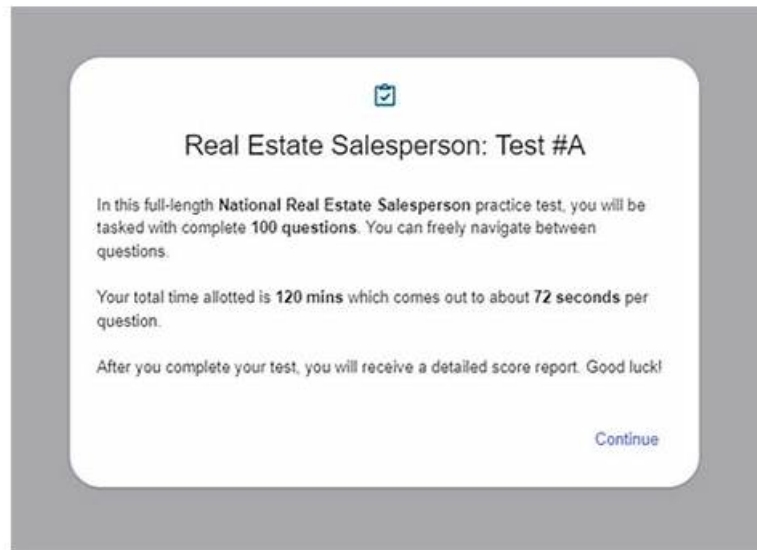


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Real Estate Massachusetts Real Estate Salesperson Exam Sample Questions (Q112-Q117):

NEW QUESTION # 112

An owner signed a contract to sell an apartment building. Just before closing, the owner informed the buyers that the owner would NOT sell the property. A lawsuit filed by the buyers would be for

- A. specific performance.
- B. a deficiency judgment.
- C. quiet title action.

- D. lis pendens.

Answer: A

Explanation:

In real estate contract law, when a seller refuses to close after entering into a valid purchase and sale agreement, the buyer can sue for specific performance. This legal remedy compels the seller to perform the exact terms of the contract, meaning they must proceed with the sale.

A lis pendens (B) is merely a recorded notice that litigation is pending, not a lawsuit itself. A quiet title action (C) is used to resolve disputes over property ownership or defects in title, not to enforce a sales contract. A deficiency judgment (D) arises when a foreclosure sale does not produce enough funds to cover the outstanding loan, which is unrelated to this scenario.

Massachusetts recognizes specific performance as an equitable remedy available to real estate buyers because each parcel of real estate is unique. Courts often side with the buyer in such cases, ordering the seller to transfer title as originally agreed.

Reference: Massachusetts Real Estate Salesperson Candidate Handbook - Contracts Section; Massachusetts General Laws, Contract Remedies in Real Estate Transactions.

NEW QUESTION # 113

Time is of the essence means

- A. time limits stated in the contract may not be modified, even by mutual agreement of the parties.
- B. the closing must occur as soon as possible.
- C. every act under the contract must be performed on the exact date specified.
- **D. time limits set forth in the contract must be carefully observed.**

Answer: D

Explanation:

The phrase "time is of the essence" is a standard clause in Massachusetts real estate contracts. It means that contract deadlines are legally binding and must be strictly observed. Failure to perform within the time specified constitutes a breach of contract.

It does not mean that the closing must occur "as soon as possible" (A) but rather on the date agreed upon.

C overstates - while performance must be timely, contracts may allow flexibility in exact timing if not specified.

D is incorrect because deadlines may be modified if both parties agree in writing.

Thus, the best legal definition is B: time limits set forth in the contract must be carefully observed.

Reference: Massachusetts Real Estate Salesperson Candidate Handbook - Contracts; M.G.L. c.106, Uniform Commercial Code §2-309 (time requirements).

NEW QUESTION # 114

A licensee whose license has been suspended is required to

- A. Do nothing; no action is required.
- **B. Surrender the license to the Board of Registration.**
- C. Stop working, but may still make referrals.
- D. Appeal the decision within 14 days.

Answer: B

Explanation:

When a real estate license is suspended in Massachusetts, the licensee must surrender their license to the Board of Registration immediately. Suspension means the licensee is temporarily prohibited from engaging in real estate activities.

The licensee cannot continue to work, make referrals, or conduct any real estate transactions during the suspension period. They must follow the suspension terms set by the Board, and the license will be reinstated after the suspension period has ended, provided they comply with any further requirements. The licensee may appeal the decision, but this must be done separately from the immediate surrender requirement.

Reference: M.G.L. c. 112, § 87FF; 254 CMR 5.00 - Disciplinary Action.

NEW QUESTION # 115

A broker lists a property abutting a pond. A potential buyer is interested in the property but plans to build an addition onto a boathouse. The buyer will need

- A. Approval from the local conservation commission.
- B. Approval from the State Sanitary Commission.
- C. A certificate of compliance.
- D. A letter of interim control.

Answer: A

Explanation:

If a property abuts a pond, the potential construction of any addition, especially near water, may require approval from the local conservation commission. This is because Massachusetts law, under the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), regulates activities near water bodies, wetlands, and other protected areas to preserve the environment and control construction near these sensitive areas.

The local conservation commission is responsible for approving construction projects that could affect the pond or surrounding wetlands. If the buyer intends to build near the pond, especially on land that may fall under these regulations, they must seek the approval of the local conservation commission before proceeding with construction.

Reference: M.G.L. c. 131, § 40 - Wetlands Protection Act; Massachusetts Real Estate Candidate Information Bulletin - Environmental Issues.

NEW QUESTION # 116

An offer of \$569,000 is verbally accepted by a seller. Two hours later an offer of \$589,000 is presented to the seller, which the seller accepts in writing. Based on the above situation the first buyer is

- A. Not entitled to purchase the property.
- B. Entitled to purchase the property.
- C. Not entitled to the status as a backup offer.
- D. Entitled to an additional offer.

Answer: A

Explanation:

Under Massachusetts law and the Statute of Frauds (M.G.L. c. 259), all contracts for the sale of real property must be in writing and signed to be enforceable. A verbal acceptance of an offer does not create a binding real estate contract. Therefore, when the seller verbally accepted the first offer of \$569,000, no enforceable agreement was formed.

Later, when the seller accepted the \$589,000 offer in writing, that acceptance created the first legally binding contract because it was in writing and signed. The first buyer cannot compel the seller to sell to them, as there was no enforceable written agreement. Thus, the first buyer is not entitled to purchase the property. Only the second, written offer created enforceable contractual rights.

Reference: Massachusetts General Laws Chapter 259 (Statute of Frauds); Massachusetts Real Estate Candidate Information Bulletin, Section: Contracts.

NEW QUESTION # 117

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