

## Random Questions Posed

I opened the “Unlocking the DRE Salesperson and Broker Exam, Sixth Edition” Simulated Exams and randomly picked the following questions to enter into the RealEstateBooksAI.com query system.

I have not edited the responses (although I have added my comments in defense of the AI when it could not answer a question). Nor have I left out the ones that came back with non-responses or incorrect (according to the Answer Guide) answers. I wanted this to be a real test of the systems abilities.

**Question: a broker's receipt of any deposit towards marketing costs from a seller is documented: a. in the broker's bank statements. b. and reported to the Department of Real Estate (DRE). c. in a subaccount ledger. d. and accounted to the seller.**

chat history tokens 0

concept: a broker's receipt of any deposit towards marketing costs from a seller is documented: a. in the broker's bank statements. b. and reported to the Department of Real Estate (DRE). c. in a subaccount ledger. d. and accounted to the seller.

1) RIGHTS OF AGENT REGARDING A PRINCIPAL, AN OVERVIEW (0.13)

2) AUTHORITY OF AGENTS (0.14)

3) [Broker Compliance Evaluation Manual]\_SECTION 2 Trust Fund Handling.pdf (0.14)

4) [Broker Compliance Evaluation Manual]\_SECTION 2 Trust Fund Handling.pdf (0.14)

5) DOCUMENTATION REQUIREMENTS (0.14)

Based on the provided documents, the broker's receipt of any deposit towards marketing costs from a seller would likely be documented in a subaccount ledger and accounted to the seller. This is inferred from the fact that brokers are required to maintain records for each beneficiary or transaction accounting for the funds of the client. They are also required to keep separate records for each transaction/beneficiary involving trust bank accounts. However, these documents do not provide information on whether such a deposit would be reported to the Department of Real Estate (DRE) or reflected in the broker's bank statements. Keep in mind that regulations can vary, so it's always a good idea to verify this information with a legal or real estate professional in the relevant jurisdiction.

Total tokens: 3099

**Question: successful marketing materials are generally held to include the following four critical elements: a. disclosures, price, location, size. b. number of bedrooms, baths, size and location. c. location, amenities, price and size. d. attention, interest, desire and action.**

chat history tokens 0

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1) [Real Estate Advertising Guidelines]\_Other Advertising Issues.pdf (0.17)

2) [Mortgage Loan Broker Compliance Evaluation Manual]\_SECTION 5 Fees.pdf (0.18)

3) [Real Estate Advertising Guidelines]\_Advertising.pdf (0.18)

4) 18035.3. Certain Disclosures by Dealer for Sale of Manufactured Home or Mobilehome; If Dealer Is Also a Real Estate Broker, Sale May Be Included in Purchase of Underlying Real Property (0.18)

5) subdivision public report\_0.pdf (0.18)

The documents provided do not offer a clear answer to your question about critical elements in successful marketing materials. They do discuss aspects of advertising and promotion in real estate, disclosures, and guidelines for selling specific types of properties. However, they do not directly address your question about whether successful marketing materials include elements such as disclosures, price, location, size, number of bedrooms, baths, location, size, location, amenities, price, size, or attention, interest, desire, and action.

The context provided around real estate law highlights that when marketing properties, maintaining professionalism, avoiding discrimination, and ensuring accuracy in advertisements is critical. While certain details like price, location, and size, and similarly, number of bedrooms and baths might be important in property listings, these points do not directly correlate to your given options (a, b, c, or d).

Please rephrase your question or specify the context more clearly. Alternatively, consider a keyword search in broader documents about real estate marketing strategies.

Total tokens: 3305

**Question: if a newspaper advertisement for the sale of a condominium states only the annual percentage rate (APR): a. the number of payments needs to be included. b. the down payment amount needs to be included. c. the total financing charges need to be included. d. no other disclosures are required. Select the letter to the correct answer.**

chat history tokens 0

concept: if a newspaper advertisement for the sale of a condominium states only the annual percentage rate (APR): a. the number of payments needs to be included. b. the down payment amount needs to be included. c. the total financing charges need to be included. d. no other disclosures are required. Select the letter to the correct answer.

1) TRUTH IN LENDING ACT (0.11)

2) TRUTH IN LENDING ACT (0.13)

3) TRUTH IN LENDING ACT (0.14)

4) TRUTH IN LENDING ACT (0.14)

5) [Disclosures in Real Property Transactions]\_SECTION III DISCLOSURES REQUIRED WHEN FINANCING REAL PROPERTY.pdf (0.14)

After reviewing the documents, the answer is:

c. the total financing charges need to be included.

Document 3 states, "If any one the following terms (referred to as triggering terms) is set forth in an advertisement, additional disclosures are required: • The amount or percentage of any down payment; • The number of payments or period of repayment; • The amount of any payment; and, • The amount of any finance charge. When the advertisement includes any one of the foregoing triggering terms, the following disclosures, as applicable, must be included within the copy of the ad: • The amount or percentage of the down payment; • The terms of repayment which reflect the repayment obligations over the full term of the loan, including any balloon payment; and, • The annual percentage rate, using that term, and, if the rate may be increased after consummation".

Total tokens: 3307

**To defend the AI here, I think it is associating the APR with the items highlighted below.**

**Question: a real estate agent may not represent all principals in a transaction when: a. they have obtained the consent of all parties to this dual agency relationship. b. they have informed all principals they are the agent of each principal. c. they are collecting commissions from each principal with the knowledge of the others. d. they fail to disclose their dual agency status the moment it arises.**

chat history tokens 0

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1) FIDUCIARY DUTIES OWED TO A PRINCIPAL BY AN AGENT, AN OVERVIEW (0.1)

2) 2079.16. Required Form of Disclosure (0.11)

3) AGENCY RELATIONSHIPS AND DISCLOSURE SUMMARY (0.11)

4) rebwinter\_19.pdf (0.12)

5) AGENCY RELATIONSHIPS AND DISCLOSURE SUMMARY (0.12)

A real estate agent may not represent all principals in a transaction when they fail to disclose their dual agency status the moment it arises. This is according to the information available in the documents, particularly in Context document 1, which states, "an agent cannot act for two or more principals in negotiations with each other unless each have knowledge of and consent to the dual agency" and "the real estate broker cannot recover commissions from the principals unless the dual agency is both disclosed and consented to by the principals". Furthermore, a dual agency undisclosed is a ground for rescission by any principal without any necessity of showing injury.

Total tokens: 3275

**Question: a prospective buyer gave their broker a personal check for one thousand dollars payable to the seller along with an offer to buy the property. The buyer told the broker the check was not to be cashed until the end of the month. Which of the following is correct? a. the broker is to refuse to accept the check. b. the broker is to accept the check, but deposit into their trust account within 24 hours. c. the broker needs to deliver the check either to the seller or escrow upon acceptance. d. the broker may hold the check but needs to tell the seller it is being held uncashed before the seller accepts the offer.**

chat history tokens 0

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1) [Trust Funds]\_TRUST FUND BANK ACCOUNTS.pdf (0.1)

2) AUTHORITY OF AGENTS (0.11)

3) [Trust Funds]\_TRUST FUND BANK ACCOUNTS.pdf (0.11)

4) [Broker Compliance Evaluation Manual]\_SECTION 2 Trust Fund Handling.pdf (0.13)

5) 2832. Trust Fund Handling. (0.14)

Based on content from the provided documents, particularly Document 1 "[Trust Funds]\_TRUST FUND BANK ACCOUNTS.pdf" and Document 5 "2832. Trust Fund Handling.", the correct answer to your question would be option D: "The broker may hold the check but needs to tell the seller it is being held uncashed before the seller accepts the offer."

It is outlined in these documents that a broker may hold a check uncashed until acceptance of the property offer, provided the check is not negotiable by the broker, or the buyer (offeror) has given written instructions that the check shall not be deposited or cashed until acceptance of the offer. The seller (offeree) also needs to be informed either before or at the time the offer is presented for acceptance, that the check is being held. If the offer is later accepted, the broker may continue to hold the check undeposited only if the broker receives written authorization from the seller to do so.

Total tokens: 3481

**Question: The expression "company dollar" refers to: a. money required to establish a brokerage office from scratch. b. money left over after a salesperson's share of a commission has been paid. c. net income after taxes. d. the desk fee paid by the agent to their employing broker.**

chat history tokens 0

concept: The expression 'company dollar' refers to: a. money required to establish a brokerage office from scratch. b. money left over after a salesperson's share of a commission has been paid. c. net income after taxes. d. the desk fee paid by the agent to their employing broker.

1) rebsum\_19.pdf (0.2)

2) INTRODUCTION (0.2)

3) SPECIAL BROKERAGE RELATIONSHIPS (0.21)

4) AUTHORITY OF AGENTS (0.21)

5) AUTHORITY OF AGENTS (0.21)

The provided documents do not contain information about the term "company dollar." Consequently, it's not possible to determine if it refers to (a) money required to establish a brokerage office from scratch, (b) money left over after a salesperson's share of a commission has been paid, (c) net income after taxes, or (d) the desk fee paid by the agent to their employing broker. Please try rephrasing the question or consider a keyword search.

Total tokens: 3171

**Again, in defense of the AI, the term "company dollar" is not mentioned in any of the DRE publications it is trained on. See the associated keyword search for the term.**

## Search Content

Home / Search Content

Date

Group

Fulltext search

Contains any of these words

"company dollar"

NodeGroup

contains

Sort by

Aggregated field

Order

Asc

Desc

Apply

**Question: when a broker wants to store documents electronically, the storage method may not allow the final documents to be altered. what method of electronic document storage is required by the Department of Real Estate (DRE)? a. disc operating system(dos). b. save now, always and keep electronic (SNAKE). c. Write once read many (WORM). d. Random Access Memory (RAM).**

chat history tokens 0

concept: when a broker wants to store documents electronically, the storage method may not allow the final documents to be altered. what method of electronic document storage is required by the Department of Real Estate (DRE)? a. disc operating system(dos). b. save now, always and keep electronic (SNAKE). c. Write once read many (WORM). d. Random Access Memory (RAM).

- 1) 2728.5. Broker/Salesman Operating from Branch Office. (0.15)
- 2) 2729.5. Record Retention – Uniform Electronic Transactions Act. (0.15)
- 3) 2728.5. Broker/Salesman Operating from Branch Office. (0.16)
- 4) rebsum\_21.pdf (0.16)
- 5) rebspring\_13.pdf (0.17)

The method of electronic document storage required by the Department of Real Estate (DRE) is c. Write once read many (WORM). This does not allow changes to the stored document or record as is mentioned in the "2728.5. Broker/Salesman Operating from Branch Office" document.

Total tokens: 2865

**Question: when an agent modifies a document after it is signed by the one or both of the parties, this is referred to as: a. correction. b. defacing. c. notarization. d. amanuensis. Which letter represents the correct answer?**

chat history tokens 0

concept: when an agent modifies a document after it is signed by the one or both of the parties, this is referred to as: a. correction. b. defacing. c. notarization. d. amanuensis. Which letter represents the correct answer?

- 1) REAL ESTATE SALESPERSON AND REAL ESTATE BROKER LICENSING EXAMINATION OUTLINE (0.18)
- 2) [Surviving the Real Estate Escrow Process in California]\_D Beware of Fraud.pdf (0.19)
- 3) DEEDS IN GENERAL (0.19)
- 4) DEEDS IN GENERAL (0.2)
- 5) THE DUTIES AND LIABILITIES OWED BY AN AGENT TO THIRD PARTIES, AN OVERVIEW (0.2)

I'm sorry, but the provided documents do not contain information that could help answer your question. It might be helpful to try rephrasing your question. Consider keyword searches that align with your query.

Total tokens: 3191

**Question: when an agent modifies a document after it is signed by the one or both of the parties, what is this referred to as?**

chat history tokens 0

concept: when an agent modifies a document after it is signed by the one or both of the parties, what is this referred to as?

- 1) [Surviving the Real Estate Escrow Process in California]\_D Beware of Fraud.pdf (0.16)
- 2) THE DUTIES AND LIABILITIES OWED BY AN AGENT TO THIRD PARTIES, AN OVERVIEW (0.16)
- 3) AUTHORITY OF AGENTS (0.17)
- 4) 2079.23. Modification of Agency Relationship (0.17)
- 5) ADDITIONAL REQUIREMENTS - DOCUMENTS (0.17)

The documents provided do not have any specific term pertaining to the scenario in which an agent modifies a document after it is signed by one or both parties. However, as per the general principles of contract law, changes to a contract after it has been signed, without the consent of the signatory parties, could be deemed to be illegal or unethical, and in some cases it could be considered as fraud. It is also paramount that any changes to the contract necessitate obtaining the written consent of the parties involved, as indicated in document 4 titled "2079.23. Modification of Agency Relationship". However, doing so post signature without appropriate consent might be illicit. If you want a specific legal term pertaining to such scenario, it might be more useful to consult legal dictionaries or a practicing attorney.

Total tokens: 2645

**Question: Barnard made an offer to buy a vacant residence. The offer was accepted by the seller. Prior to the close of escrow, Barnard requested permission from the broker to enter and make minor repairs to the house. Which of the following is true? a. the broker is to get a signed rental agreement from Barnard before allowing him to enter. b. Barnard doesn't need permission from anyone since he is the equitable owner of the property. c. the broker needs to get the seller's permission. d. Barnard may only enter to conduct repairs that correct material defects in the property.**

chat history tokens 0

concept: Barnard made an offer to buy a vacant residence. The offer was accepted by the seller. Prior to the close of escrow, Barnard requested permission from the broker to enter and make minor repairs to the house. Which of the following is true? a. the broker is to get a signed rental agreement from Barnard before allowing him to enter. b. Barnard doesn't need permission from anyone since he is the equitable owner of the property. c. the broker needs to get the seller's permission. d. Barnard may only enter to conduct repairs that correct material defects in the property.

1) RIGHTS OF AGENT REGARDING A PRINCIPAL, AN OVERVIEW (0.16)

2) RIGHTS OF AGENT REGARDING A PRINCIPAL, AN OVERVIEW (0.16)

3) A Guide To Residential Tenants and Landlords Rights - Dealing with Problems.pdf (0.16)

4) A TYPICAL LISTING (0.16)

5) REAL ESTATE SALESPERSON AND REAL ESTATE BROKER LICENSING EXAMINATION OUTLINE (0.16)

The correct answer is c. the broker needs to get the seller's permission.

According to context document 3, it is stated that a landlord, owner or manager may enter the rental unit to make necessary or agreed-upon repairs, but they must provide the tenant with a written Notice of Intent to Enter. Applying this principle to the situation in this case, the broker, acting as the intermediary agent for the seller (owner), would need to get the seller's permission before allowing Barnard (buyer) to enter the property for the purpose of making repairs.

Total tokens: 3306

**Question: what contributes to the value of a well planned neighborhood versus a poorly planned neighborhood? a. nonconforming improvements. b. inconsistent improvements. c. improper orientation. d. conformity of size and style.**

chat history tokens 0

concept: what contributes to the value of a well planned neighborhood versus a poorly planned neighborhood? a. nonconforming improvements. b. inconsistent improvements. c. improper orientation. d. conformity of size and style.

1) INTRODUCTION (0.18)

2) APPRAISING SINGLE FAMILY RESIDENCES AND SMALL MULTI-FAMILY DWELLINGS (0.18)

3) FORCES INFLUENCING VALUE (0.18)

4) APPRAISING SINGLE FAMILY RESIDENCES AND SMALL MULTI-FAMILY DWELLINGS (0.18)

5) ARCHITECTURAL STYLES AND FUNCTIONAL UTILITY (0.19)

The value of a well-planned neighborhood versus a poorly planned one is influenced by several factors. According to the provided documents, a well-planned neighborhood will consist of homes that conform in size and style, as this promotes a sense of harmony within the neighborhood (Document 5). Here houses should be of approximately the same size, age, and style, which increases the marketability of real estate in the area. Proper orientation of houses on lots, which takes advantage of climatic conditions, also plays an important role (Document 2).

Further, improvements that conform to the neighborhood's style, such as maintaining similar architectural styles throughout, also helps maintain and increase the value (Document 5). In contrast, nonconforming improvements, inconsistent improvements, and improper orientation can lower neighborhood value as they deviate from a harmonious neighborhood image (Document 1).

So, the answer to the question is (d) Conformity of size and style. It contributes more positively to the value of a well-planned neighborhood versus a poorly planned neighborhood.

Total tokens: 2932

**Question: Question: Negative physical elements of a property such as mold are disclosed in the: a. transfer disclosure statement (TDS). b. listing agreement. c. advertisements referencing the property. d. preliminary title report.**

chat history tokens 0

concept: Question: Negative physical elements of a property such as mold are disclosed in the: a. transfer disclosure statement (TDS). b. listing agreement. c. advertisements referencing the property. d. preliminary title report.

1) [Broker Compliance Evaluation Manual]\_SECTION 1 General Business Practices.pdf (0.15)

2) Disclosures in Real Property Transactions #RE 6 (Rev. 2005) (0.15)

3) [Disclosures in Real Property Transactions]\_SECTION I DISCLOSURES REQUIRED OF A SELLER ANDOR A REAL ESTATE BROKERAGENT.pdf (0.15)

4) DISCLOSURES (0.15)

5) Disclosures in Real Property Transactions #RE 6 (Rev. 2005) (0.15)

The negative physical elements of a property such as mold are disclosed in the: a. transfer disclosure statement (TDS). This is outlined in Context document 1, 2, 3, and 4, where it mentioned that the Real Estate Transfer Disclosure Statement (TDS) to the prospective buyer concerns the condition of the property, which includes any material facts affecting the value or desirability of the property that an investigation would reveal. The TDS covers matters within the personal knowledge of the seller and the agent, and matters based on a reasonably diligent inspection of the property.

Total tokens: 3355

Question (type 'exit' or 'new' to quit this conversation):

Concepts On |  Hybrid Query | Hybrid Alpha:  0.5

Include generated context summaries? |  Include generated context questions?

Standalone Question On | Limit:  | Distance:

Moderation

**Question: a seller of property tells their broker the house is connected to the sewer. the broker relays this information to the buyer, who later finds that the house has a septic system in need of repair. the buyer would sue: a. the broker and the seller. b. no one, as they should have checked. c. the broker only. d. the owner only.**

chat history tokens 0

concept: a seller of property tells their broker the house is connected to the sewer. the broker relays this information to the buyer, who later finds that the house has a septic system in need of repair. the buyer would sue: a. the broker and the seller. b. no one, as they should have checked. c. the broker only. d. the owner only.

1) FIDUCIARY DUTIES OWED TO A PRINCIPAL BY AN AGENT, AN OVERVIEW (0.16)

2) THE DUTIES AND LIABILITIES OWED BY AN AGENT TO THIRD PARTIES, AN OVERVIEW (0.17)

3) CREATION OF AGENCY RELATIONSHIPS (0.17)

4) FIDUCIARY DUTIES OWED TO A PRINCIPAL BY AN AGENT, AN OVERVIEW (0.17)

5) [Disclosures in Real Property Transactions]\_SECTION I DISCLOSURES REQUIRED OF A SELLER ANDOR A REAL ESTATE BROKERAGENT.pdf (0.17)

Based on the context given in the documents, the answer would likely be A. the broker and the seller. The buyer could argue that the seller misrepresented the property and the broker, as an agent of the seller, failed to verify this material fact which led to a misrepresentation to the buyer. Refer to Context Document 2 and Context Document 4 which states that a broker may be liable for failing to disclose material facts about the property to the prospective buyer. However, the final judgment would still be subject to the court's decision.

Total tokens: 3406

**Advanced Screen:**

**Concepts and Standalone Question**  
**OFF**

**Simulated Exam #2, Question 93**

Question (type 'exit' or 'new' to quit this conversation):

Concepts On |  Hybrid Query | Hybrid Alpha:  0.5

Include generated context summaries? |  Include generated context questions?

Standalone Question On | Limit:  | Distance:

Moderation |  Use GPT-4

**Libraries**

Public Group  CA Real Estate Publications  Real Estate Law  Real Estate Law and Subdivided Lands Law  Regulations of the Real Estate Commissioner

Administrative Procedure Act  Pertinent Excerpts from the California Codes  Reference Book  Extras  Real Estate Bulletins

Documentation  Consumer Publications  Licensee/Examinee Publications  Subdivision Publications

Show Advanced