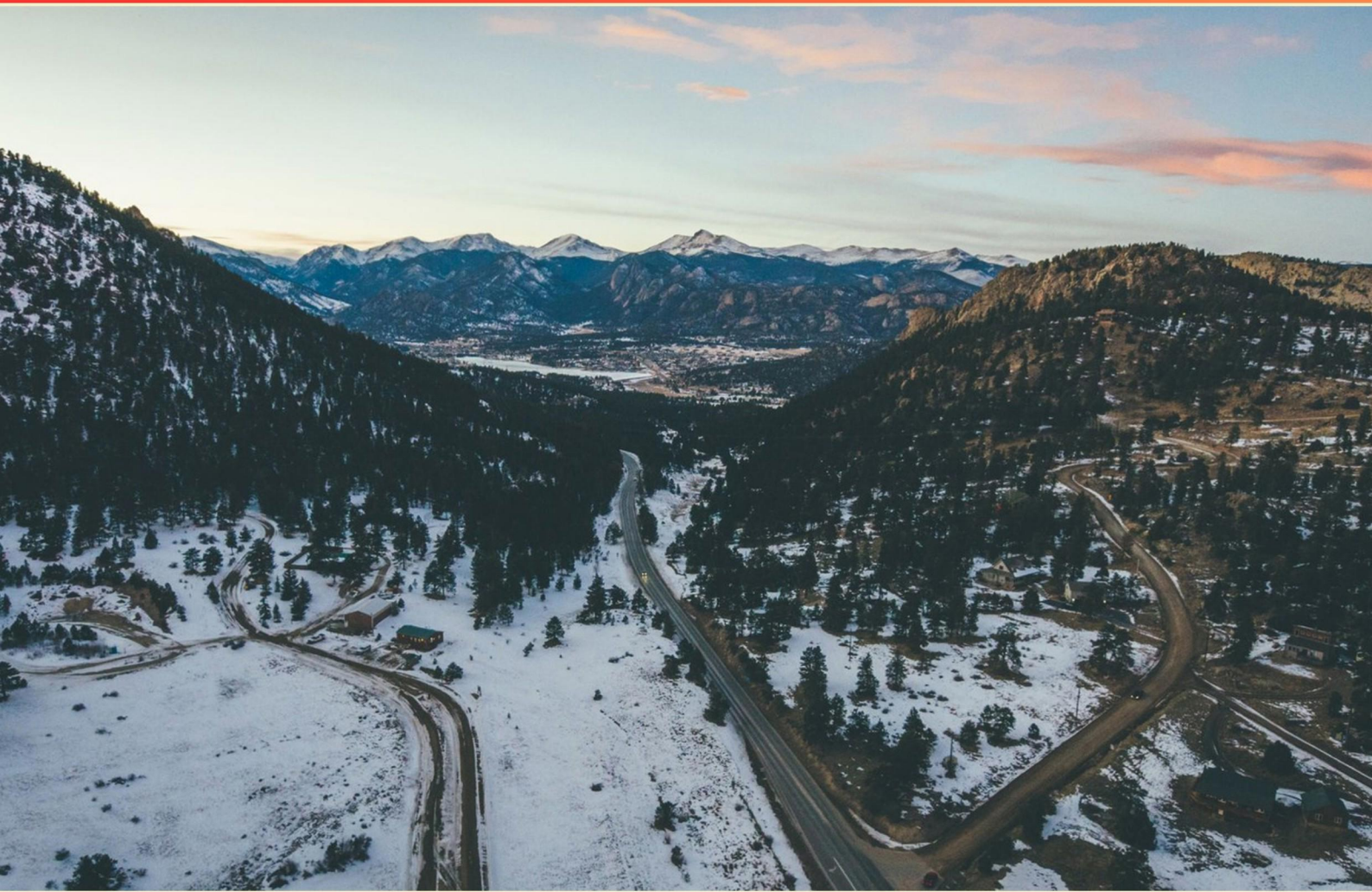


COLORADO STATE REAL ESTATE PRACTICE EXAM (SAMPLE)

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.

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!

Questions

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- 1. What type of tax is the Colorado Use Tax classified as?**
 - A. Income tax
 - B. Property tax
 - C. Sales tax
 - D. Transfer tax
- 2. A legal easement can be created by any of the following EXCEPT:**
 - A. the parties' behaving as though there was an agreement
 - B. a written agreement between the parties
 - C. definition within a deed
 - D. merger of the titles
- 3. When might a lien be placed on a property after foreclosure?**
 - A. If the buyer defaults on the loan
 - B. If the seller breaches the contract
 - C. When taxes due are unpaid
 - D. For tax consequences of leftover funds
- 4. In advertisements, what name must be included to comply with Colorado real estate laws?**
 - A. Agent's name
 - B. Branch office name
 - C. Employing broker's name
 - D. Company's name
- 5. What does a credit to the seller and a debit to the broker represent after subtotalling the seller's columns on a settlement sheet?**
 - A. Payment made by the buyer
 - B. A commission fee for the broker
 - C. Money owed by the seller
 - D. Funds remaining in escrow

- 6. What type of relationship can a transaction broker relationship create?**
- A. Listing agency relationship
 - B. Buyer agency relationship
 - C. Non-agency relationship
 - D. Exclusive agency relationship
- 7. What happens to any profit or loss from a property held after closing according to the Licensee Buyout Addendum?**
- A. The seller absorbs the loss
 - B. The buyer takes all profit and loss
 - C. The broker splits profit and loss
 - D. The lender assumes the loss
- 8. Which statement about the Counterproposal form is true?**
- A. The original contract is to be signed by all parties
 - B. The Dates and Deadlines Table must always be included
 - C. If Date is left blank, it means "no change"
 - D. It can only counter price and due dates
- 9. In terms of Colorado real estate contracts, what is one requirement for the approval of contracts?**
- A. All must be notarized
 - B. Must adhere to Rule F
 - C. Be drafted by a lawyer
 - D. Receive prior client approval
- 10. Which of the following does NOT fall under Rule F regarding contracts in Colorado?**
- A. Contract to Buy/Sell (Land)
 - B. Deed of Trust
 - C. Contract to Buy/Sell (Commercial)
 - D. Contract to purchase newly constructed home with warranties

Answers

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

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Explanations

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1. What type of tax is the Colorado Use Tax classified as?

- A. Income tax
- B. Property tax
- C. Sales tax**
- D. Transfer tax

The Colorado Use Tax is classified as a sales tax. This tax applies to the purchase of goods that are used, stored, or consumed in Colorado when sales tax has not already been paid. In essence, the Use Tax is designed to ensure that all consumers pay tax on tangible personal property, regardless of whether it was purchased within or outside the state. For instance, if a resident buys a product from an out-of-state retailer and does not pay sales tax at the point of sale, they are responsible for paying the Use Tax directly to the state. This aligns with the general purpose of sales taxes, which is to raise revenue based on consumption. Understanding that the Use Tax functions similarly to a sales tax is important for compliance, as it helps to level the playing field between in-state and out-of-state sellers and ensures that all consumers contribute to state revenues based on their purchases.

2. A legal easement can be created by any of the following EXCEPT:

- A. the parties' behaving as though there was an agreement
- B. a written agreement between the parties
- C. definition within a deed
- D. merger of the titles**

A legal easement can indeed be created through methods such as a written agreement between the parties, a definition within a deed, or by the parties behaving as though there was an agreement. These actions can establish the intention and terms necessary for the existence of an easement, which is a non-possessory right to use another person's property for a specific purpose. When two parties enter into a written agreement, they clearly document their intent regarding the easement, creating a legal obligation that both must honor. Similarly, defining an easement within a deed ensures that the easement is formally recognized and can be traced in public records. Even if parties act as though an easement exists, their behavior may indicate mutual consent, thereby forming an implied easement in legal context. On the other hand, the merger of titles refers to the situation where a property owner acquires both the dominant (which benefits from the easement) and servient (which bears the easement) tenements. This merger extinguishes the easement because the owner can no longer benefit from an easement over their own property. Therefore, when the titles merge, the easement effectively ceases to exist, making this the exception in the context of ways to create a legal easement.

3. When might a lien be placed on a property after foreclosure?

- A. If the buyer defaults on the loan
- B. If the seller breaches the contract
- C. When taxes due are unpaid
- D. For tax consequences of leftover funds**

A lien may be placed on a property after foreclosure for several reasons, and one significant reason relates to tax consequences of leftover funds. In certain cases, when a property is sold at foreclosure, there may be surplus funds remaining after the lien holders have been paid out of the sale proceeds. These leftover funds might be subject to tax, and if the taxes are not paid, a tax lien can be placed on the property. This scenario emphasizes the importance of addressing any tax liabilities that may arise during or after the foreclosure process. Failing to settle these tax obligations can lead to a lien being established against the property, complicating any future transactions involving the property and potentially affecting the owner's ability to sell or refinance. The other options do not address this specific scenario: defaulting on the loan or breaching a contract does not inherently lead to a lien being placed after foreclosure in the same way that unresolved tax liabilities do. Thus, the situation with tax consequences is unique and directly correlates with the placement of a lien post-foreclosure.

4. In advertisements, what name must be included to comply with Colorado real estate laws?

- A. Agent's name
- B. Branch office name
- C. Employing broker's name**
- D. Company's name

In Colorado real estate advertisements, it is required to include the name of the employing broker. This stipulation is in place to ensure that consumers can easily identify the responsible party behind the advertisement, promoting transparency and accountability in real estate transactions. The employing broker is the entity or individual who holds the license under which the agent operates, and their name must be clearly displayed to ensure compliance with ethical and legal standards in the industry. This requirement helps protect consumers and establishes a clear line of responsibility, fostering trust in real estate practices.

5. What does a credit to the seller and a debit to the broker represent after subtotalling the seller's columns on a settlement sheet?

- A. Payment made by the buyer
- B. A commission fee for the broker
- C. Money owed by the seller**
- D. Funds remaining in escrow

A credit to the seller and a debit to the broker on a settlement sheet signifies the financial transactions relevant to the sale that have occurred during the closing process. When subtotalling the seller's columns, a credit indicates an amount that increases the seller's net proceeds from the sale, while a debit reflects amounts that the seller owes or expenses that must be paid. In this scenario, the credit to the seller means that this is an advantage to them, typically representing something like the sale price or any payments recaptured. Conversely, the debit to the broker usually reflects the commission fee owed for services rendered through the sale process. Since these two figures are presented in conjunction, it indicates that money is still owed by the seller after accounting for the credit (the cash inflow) and the debit (the broker's commission). Therefore, that combination reflects that there is still an obligation on the seller's part, showcasing that there are funds due to the broker after the transaction is executed. This directly represents money owed by the seller in the context of their financial settlement at the time of closing.

6. What type of relationship can a transaction broker relationship create?

- A. Listing agency relationship
- B. Buyer agency relationship
- C. Non-agency relationship**
- D. Exclusive agency relationship

A transaction broker relationship is specifically designed to facilitate a real estate transaction without establishing a fiduciary relationship with either party involved. This means that the transaction broker offers limited services to both the buyer and the seller without fully representing either party's interests. In this type of relationship, the transaction broker acts as a neutral facilitator, assisting both sides in the transaction while maintaining an impartial stance. The term "non-agency relationship" accurately reflects this arrangement since the broker does not owe the traditional fiduciary duties of loyalty and representation that come with agency relationships. Instead, the transaction broker provides basic services and support while allowing the parties to maintain control over their negotiations and decisions. Understanding this distinction helps reinforce why a transaction broker is not the same as an exclusive agency relationship or listing agency relationship, as those involve a stronger commitment to represent one party's interests over the other. Similarly, a buyer agency relationship would create a duty of loyalty and advocacy for the buyer, which is not a characteristic of a transaction broker scenario.

7. What happens to any profit or loss from a property held after closing according to the Licensee Buyout Addendum?

- A. The seller absorbs the loss
- B. The buyer takes all profit and loss**
- C. The broker splits profit and loss
- D. The lender assumes the loss

The Licensee Buyout Addendum stipulates that after closing, any profit or loss that arises from the property is entirely absorbed by the buyer. This arrangement is significant because it clarifies the financial responsibilities regarding the property after the transaction has been completed. Essentially, once the property has closed, it is under the buyer's control, and all financial gains or losses related to that property are the buyer's to handle. This reinforces the principle that ownership comes with both rights and responsibilities, which is a fundamental aspect of real estate transactions. By placing the responsibility of profit and loss on the buyer, it helps ensure that the seller is insulated from future market fluctuations affecting the property's value post-closing.

8. Which statement about the Counterproposal form is true?

- A. The original contract is to be signed by all parties
- B. The Dates and Deadlines Table must always be included
- C. If Date is left blank, it means "no change"**
- D. It can only counter price and due dates

The statement that if the date is left blank, it means "no change," captures the essence of how counterproposals work in real estate transactions. When a counterproposal is made, it alters specific terms of the original offer. However, if a particular section, such as the date, is not filled in, it indicates that the party does not wish to make any changes to that aspect of the contract. This understanding is crucial for all parties involved, as it maintains continuity in the original timeline unless explicitly modified. In contrast, other statements may imply requirements or behaviors that do not align with how counterproposals function. For example, the necessity for the original contract to be signed by all parties or the mandatory inclusion of a Dates and Deadlines Table does not universally apply, as counterproposals can be structured flexibly. Similarly, the notion that counterproposals can only pertain to price and due dates is misleading, as a counterproposal can address various aspects of an agreement, including terms and conditions beyond just price and deadlines.

9. In terms of Colorado real estate contracts, what is one requirement for the approval of contracts?

- A. All must be notarized
- B. Must adhere to Rule F**
- C. Be drafted by a lawyer
- D. Receive prior client approval

In Colorado real estate transactions, one of the essential requirements for the approval of contracts is adherence to Rule F. This rule is part of the Colorado Real Estate Commission's regulations and governs the form and content of real estate contracts. Rule F ensures that contracts are structured in a manner that protects the interests of parties involved and that they are in compliance with state laws. This means that contracts must include specific elements and disclosures that reflect the contractual obligations accurately and provide necessary information to all parties. By complying with Rule F, the parties can avoid legal disputes related to contract enforceability and ensure that their agreements are clear and comprehensible, which contributes to a more transparent real estate transaction process. Understanding and implementing Rule F is crucial for anyone involved in drafting or reviewing real estate contracts in Colorado, making it a foundational aspect of real estate practice in the state.

10. Which of the following does NOT fall under Rule F regarding contracts in Colorado?

- A. Contract to Buy/Sell (Land)
- B. Deed of Trust
- C. Contract to Buy/Sell (Commercial)
- D. Contract to purchase newly constructed home with warranties**

Rule F in Colorado pertains to the requirements and regulations surrounding contracts in real estate, specifically focusing on the standard forms used for various types of transactions. This rule primarily applies to transactions involving the sale of real estate through contracts that are typically used and recognized by the Colorado Division of Real Estate. The contract to purchase a new construction home with warranties is not governed by Rule F because it often involves specific builder-client agreements that may include unique terms and built-in warranties that are not part of the conventional real estate sales process. In contrast, the other options listed, such as the Contract to Buy/Sell (Land), Deed of Trust, and Contract to Buy/Sell (Commercial), are standard forms recognized and regulated under Rule F. These contracts are more uniform in their language and terms, aligning closely with the rule's objectives of providing clarity and protection for both buyers and sellers in typical real estate transactions. By differentiating between common real estate transactions and specific contractual agreements related to new construction, the distinction that the new home purchase agreement does not fall under Rule F highlights the unique nature of these contracts and the allowances for deviations from standard forms in specific markets like new construction.

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:

<https://costaterealestate.examzify.com>

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

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